





Outdoor Advertising— Law—Selling Services

By

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OUTDOOR ADVERTISING
LAW AN ADVERTISING MAN SHOULD KNOW
HOW TO ENTER THE PRACTICAL FIELD

28

Published by*

INTERNATIONAL TEXTBOOK COMPANY

SCRANTON, PA.

1928

Outdoor Advertising: Copyright, 1926, 1921, 1916, 1909, by INTERNATIONAL TEXT-
BOOK COMPANY.

Law an Advertising Man Should Know: Copyright, 1918, by INTERNATIONAL
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OUTDOOR ADVERTISING

PRELIMINARY REMARKS

1. Merits of Outdoor Advertising.—It is a recognized fact that outdoor advertising has made great advances in recent years; not only in quantity, but noticeably in the quality of the whole medium—in its structural betterment and its copy beauty. Structures are finer; locations are more judiciously selected; standardization has brought progress, and the general tone has been raised to the point where many of the biggest and best advertisers consider outdoor advertising an indispensable part of their campaigns.

Outdoor advertising is one of the earliest forms of publicity. Ancient tribes cut figures into stone, thus expressing themselves by the use of pictures; and as time went on, signs were adopted which identified certain shop keepers and certain trades. In the ruins of Greek and Roman cities have been found carved signs advertising shops of barbers, robe makers, and others. Outdoor advertising therefore is elemental; its appeal to the individual comes through the eye; through size, color and picture. And what the eye sees the mind absorbs.

Through all the lore of savage tribes, through Oriental splendor, through European civilization, through new-world development, runs the same historical evidence of mankind's traditions passing down by picture—later embellished in color—so that this method is a common language of all.

In the United States and Canada, outdoor advertising has developed along new and original lines. In its earlier days, the poster most conspicuously showed its effectiveness through the publicity it gave circuses and theatrical ventures. Today,

legitimate and vaudeville performances and the feature motion pictures are heralded by both posters and painted displays. Circus proprietors look upon posters as being as necessary to them as their horses. George Ringling at a trial dealing with poster-advertising matters, once testified that he could not think of managing a circus without poster advertising.

During the World War, outdoor advertising made its greatest progress in public opinion through the wonderful results accomplished in furthering patriotic drives and movements for the common good, both during the war and after. The greatest artists turned their gifts toward the designing of beautiful posters. Artists whose names are familiar to every one became exponents of outdoor advertising by personally painting large outdoor bulletins or by designing posters. Electrical spectacular displays were changed in copy to promote bond buying, to stimulate relief work, to aid reconstruction work. It is noteworthy that the services and the talents of these artists and of the outdoor experts were donated, as was even the space itself.

In Europe, posters occupy a very high place in the esteem of the public and they have always been used by governmental departments; but nowhere is the poster medium so well organized as in the United States and Canada. Both countries have adopted the same standards of business practice, the same construction, and they use the same units of size and showing periods. On the other hand, in Europe painted displays and spectacular night displays are seldom seen.

The Poster Advertising Association, a national organization of the men who own the poster plants, had, many years prior to prohibition, refused to accept liquor advertising. This at a time when it was still accepted in other accredited advertising media. Any obscene or suggestive picture is always barred, and the organized outdoor interests have been working out a self-imposed policy which counsels their members against erecting outdoor structures in residential districts where natural beauty would cause the boards to run counter to good taste.

It should be remembered that, in outdoor advertising, very frequently the offensive things are done by irresponsible con-

cerns. Those men who have their business investment in poster plants and painted bulletins usually desire to follow the principle that their business is economically sound—that it must run parallel to good taste and in accordance with public approval. Littering of streets and indiscriminately posting odd-sized bulletins and posters on walls or fences, where leases have not been secured, is not the work of the organized outdoor-advertising concerns. In fact, such concerns are the very first to complain of such depredations, because they themselves lease property, pay for it, and erect expensive sign structures. The indiscriminate method of others depreciates that in which they have their business funds invested.

2. Reason For Outdoor Advertising.—As has been pointed out in a previous Section, if an advertising medium reaches prospective purchasers effectively and at a reasonable cost, the medium is good, whether it be magazine, poster, street car, newspaper, or painted or electric display.

The first requisite of effectiveness is that an advertisement shall be positioned so that a large number of prospective purchasers will see it. Outdoor displays, well placed, will undoubtedly meet this requirement. Poster boards and painted displays are so well distributed through our cities that there is no question about the masses of people being reached. Outdoor advertising is on the streets and that is where the people travel, afoot or riding. It calls attention to itself; it leaves no choice; it is there to be seen.

Circulation is the basic value of any advertising medium. The aim is to reach the greatest number of the right people, at the right time at the least expense. Outdoor advertising does this. It is not a panacea for all publicity requirements, but it has a definite place and a real economic function in fitting itself to the plans and needs of advertisers. Like other mediums, its use must be studied—the advertiser's problem must be analyzed—if the best results are to be attained.

3. Color, Size, Repetition.—For the reason that a passing glance at an outdoor display from a car or motor or even by a person afoot must impress the mind, a poster or painted

display must be terse, pointed, with carefully selected wording. What the display lacks in words of explanation it makes up in colors, so that a trade-mark, container, package, or slogan, is vividly presented to the public in a pleasing and convincing way. How much we all admire the colors in nature! What is so pleasing in the rainbow? Wouldn't it be a sordid world if the fields and fruits were black and white—would you care to eat a black apple? No, because colors are attractive to all of us.

The value of such pleasing impression is further increased by the size of such outdoor displays. The mind is impressed by size: we think of the Woolworth Building, some great steamship, the Rockies, the Brooklyn Bridge, and the thought is one of definite approval.

As will be explained later, posters are sold in units of calendar months' showings, while painted displays are on a basis of one year or more. Outdoor-advertising men have found advertisers to be very favorably impressed by this factor; for it is well known that to repeat, to reiterate constantly, develops a rememberable thought in the individual's mind. Successfully advertised products, such as Coca-Cola, Uneeda Biscuit and Gold Medal Flour, have used outdoor displays for years, and their outdoor copy consists of repeating the name over and over again.

4. Circulation Values.—True it is, that a publisher has a definite number of his papers or magazines sold to the public. He can say "I sell 500,000 copies a month." From which the advertiser, through the Audit Bureau of Circulations, can get a comparison of values.

Outdoor advertisers cannot determine what proportion of the passing throngs see their posters or painted displays, because no accurate checking can be made. But they can select their territories, can be definitely sure of the total population, and can determine the number of daily visitors so as to be reasonably sure that in 30 days nearly every one will see the advertisement at least one or more times. In the case of prominent painted displays at busy corners, police departments usually

give the traffic data, and this information can be further supplemented by a study (if one chooses to go so deep) of property values at different corners.

In nearly every city, there are certain corners where practically the entire population passes. The outdoor displays there or nearest there have great circulation value and so do the displays located on the avenues throughout the city.

5. Distinct Function of Outdoor Advertising.—One idea that must be recognized is that there is no antagonism between mediums of advertising. There is competition, however, and it is very keen. Posters or painted displays do not take the place of newspaper or magazine advertisements, but they are most frequently used in coordination with other advertising. Now and then an outdoor campaign suffices to deliver the advertising message; but on the whole it is used to emphasize, to localize particularly to little neighborhoods. It is the big, effective, and forceful summing up of an advertiser's campaign. It brings together the force of a wide-spread campaign and the local dealer's own trade.

There are in American cities whole districts where illiteracy abounds, where other mediums have little circulation—sections where foreign-born people congregate—and there the poster or the painted display may be used effectively.

Many of the most successful national advertisers make liberal appropriations for poster advertising or for painted displays. There have been many pronounced successes where the outdoor medium was the principal one in the campaign. Sometimes an advertiser uses one outdoor medium, sometimes both the poster and the painted display. The distinct function of either of these, however used, is to create good-will, which sells the product to prospective purchasers, and in many instances they do this in a more forceful manner and more economically than could be done by other mediums of less dominant nature.

6. Products To Be Exploited.—Almost all products can be exploited either in posters or painted displays or both. In New York, one outdoor-display agency has 119 lines of business represented on its bulletins. Among the great variety of

products featured are food stuffs, motors, tires, toilet articles, men's clothing, women's clothing, tractors, churches, banks, fairs, theaters, household articles, furnishings, etc.

It must be remembered that outdoor advertising is impression giving; it does not reason why or become argumentative. It must suggest pleasingly by color and picture. It must present one thought, quickly, dominantly. And there are phases of the advertising problems of almost all lines of goods which require this very treatment.

7. Trade Papers.—The *Poster Magazine*, published in the interests of outdoor advertising, is the official organ of the Poster Advertising Association for the United States and Canada. It is of great value to artists interested in poster art and to advertisers, because it reports successful campaigns and reproduces good posters in color. Its files are of value to any one interested in the medium. Among other periodicals in which outdoor advertising articles appear are *Printers' Ink*, *Advertising & Selling*, *Associated Advertising*, *Signs of the Times*.

8. Classification of Outdoor Advertising.—There are many forms of outdoor advertising, but as generally considered in the advertising business, there are only two general divisions: (1) poster advertising; (2) painted displays. The first includes the recognized standard 24-sheet poster; also the 1-, 2-, 3-, 6-, 8-, or 16-sheet posters, now of limited use only. The second includes metal signs, illuminated bulletins, spectacular electric displays, painted bulletins, painted walls, railroad bulletins, and highway bulletins. Small metal signs on store fronts or along highways and the smaller posters on side walls of corner stores are not included in the kind of advertising here treated.

The relative advantages of posters and painted displays are shown in the following enumerations:

POSTER ADVERTISING

1. Admits of monthly change of copy.
2. Is more uniform in character because the poster is lithographed, while painted displays are each done by hand.

3. Gives a uniform sized publicity throughout a city; is well distributed in all neighborhoods, and guaranteed to be so.

4. Is particularly adapted to short-term advertising to cover a season; for instance, mince meat may be advertised in December to cover the heavy demand, or underwear may be featured for both spring and fall trade. Summer underwear may be advertised through posters in some sections of the South and on the Pacific Coast even in January, and the United States and Canada cover such a latitude in temperature and conditions that most advertisers have continuous markets even though their products be seasonable.

5. Color: The lithographed poster offers the widest latitude in the reproducing of many colors and in the faithful reproduction of products.

6. Its size offers an opportunity to emphasize the essential parts of an advertiser's message.

7. Repetition presents the advertisement consecutively every day in the calendar month, so that many people will see it every day.

PAINTED DISPLAYS

1. Have the value of permanence or the constant repetition of an idea for 365 full days. They make an advertiser a part of the daily life of the neighborhood in which they stand.

2. They stand all kinds of weather conditions and, according to the usual contract, are kept bright in color by at least one repaint and often as many as four repaints a year; copy is sometimes changed upon additional charge.

3. Painted displays are often isolated from other advertisements. Each is built in size to fit a location and to dominate the locality.

4. An advertiser can use as few displays as he chooses; if he wants to give publicity to one of his distributors at one certain street location by means of a painted wall, he can do so. He need not cover the entire city if he is not ready to do so.

5. *Size:* Painted displays and walls are the largest advertising units known.

6. *Color:* Painted displays make use of a brilliance of colors which appeals to all classes of people.

POSTER ADVERTISING

DETAILS OF THE BUSINESS

9. Organization of Poster Plant Owners.—Perhaps no advertising medium is more thoroughly organized than is poster advertising. Before the formation of the Poster Advertising Association, there was neither standardization of boards nor of service. Posters varied from one sheet up to 48 sheets in size. Service was not guaranteed. The present Association is a combination of owners of poster plants of some 8,000 cities and towns. They operate under a standard set of rules, shown in the Standards of Practice on page 9, with a view to improving their business, so as to serve better the advertiser and the community.

Prices are founded upon the basis of individual service rendered by the poster plant. This includes the value of the community itself to the advertiser. It is obvious that some cities are larger than others, therefore requiring a great number of poster boards to cover all the population, and while the rate per board may be the same, the total cost in the larger city will be greater. As a matter of fact, the cost per person for one month's poster showing is rather uniform throughout the different states.

The memberships held by Association plant owners in the various cities are jealously guarded by the holders, and service rendered to the advertiser is of the best; because it is only through good service and agreeable business connection that advertisers will repeat their orders. Unless a poster plant delivers what is needed, it will fail to prosper. Not all poster-plant owners, however, are members of the Association. There are some outside of its membership; but, because of the good influence wrought by following out the Association practices, they follow practically the same standards.

Standards of Practice

for Members of the

Poster Advertising Association

*(Adopted by the Outdoor Advertising Department
at the Convention of the Associated Advertising
Clubs of the World, held in Toronto, Canada)*

1. Every Poster Advertising Plant must continue to refuse all misleading, indecent and illegitimate advertising.
2. Every Poster Advertising Plant should refuse all advertising which savors of personal animosity, as ours is strictly an advertising medium.
3. All advertising contracts should be started on date contracted for.
4. Every client should be furnished promptly, upon completion of his display, with a list showing all locations, and plant owners should at all times assist clients to check displays.
5. Every Poster Advertising Plant should be maintained in the best condition possible, both from the standpoint of appearance and stability.
6. All locations for poster display should be selected where the traffic is such that it insures the best circulation for the article advertised.
7. Care should be exercised by every plant owner in the selection of locations so as not to cause friction either with the municipal authorities or the people of the neighborhood.
8. A rule of one-rate-to-all, and one high-grade class of service to every advertiser, must be rigidly maintained.
9. Every effort should be made to constantly raise poster advertising copy to the maximum efficiency in policy, ideas and execution.
10. Recognizing the great power of our medium, we should use it for the general good by devoting space to matters of general happiness and welfare.
11. We believe in close association among members of our own branch of advertising, to the end that greater efficiency be attained through the interchange of ideas.
12. We believe in hearty co-operation between the Poster Advertising interests and all other legitimate branches of publicity.
13. We believe in the solicitation of business on the basis of respect for the value of all other good media.
14. We believe in dissuading the would-be advertiser from starting a campaign when, in our judgment, his product, his facilities, his available funds, or some other factor, makes his success doubtful.

The expression *poster plant* is a trade term and means all of the poster boards belonging to one firm or outdoor-advertising concern in any city or town. Because a poster showing must cover the streets in all directions of travel, and because they must accommodate more than one advertiser at a time, a generic term, *poster plant*, is used.

10. How Business Is Conducted.—Each local plant owner secures *local* business directly from the local advertiser, but the solicitation and handling of national advertising contracts is done through national soliciting companies. These solicitors are in a capacity analogous to advertising agents, except that their services are highly specialized in outdoor advertising. It is obvious from the ramifications of the outdoor field, how much must be known if the best service is to be rendered the advertiser.

An advertiser who operates in more than a local district and who is interested in a section of the country other than his immediate neighborhood, will seek the services and advice of the national solicitors. If he is ready to consider the use of posters, he will discuss with them his problem and probably ask for costs and a plan. He then receives from the solicitor an estimate covering the territory he has inquired about. This estimate will show the total number of posters required, the additional number of *renewals* required for replacing posters torn by weather or necessary to permit new posting where change of location is made, and also will give the rate per poster per calendar month and the total cost of his projected campaign. These solicitors are specialists in creating ideas and sketches. They develop every phase of the copy appeal necessary and assist the advertiser in coordinating his poster campaign with his sales plans and with other advertising which he may be contemplating, in addition to advising him in all poster matters and rendering him services which specialists are best fitted to give.

11. Location and Size of Poster Boards.—The boards are built in locations where the public can obtain an unobstructed view, mostly on street-level positions showing to

all vehicular and pedestrian traffic, sometimes on roofs, or set back into lots as yet not built upon. (See Figs. 10, 12, 14.) The tendency is not to crowd too many boards into a given frontage, and to avoid building so far into side streets as to lose the vision advantage from a main street. Each location is developed upon its merits so as to be of the greatest value to the advertiser in his appeal to the public.

12. Sales Terms.—A complete display in a city is known as a **full showing**. A *three-quarter*, a *half* or *quarter showing* is approximately three-quarters, half or quarter, not so thickly, but just as widely distributed. A **showing** is the unit of sale for every national advertiser, it is as nearly equable as it is possible to make it, and will really reach *all* sections of the city and all classes of the population. The showing is in units of a calendar month, never less. The term **panel** is used to describe a single board upon which one poster is posted; it is 11 ft. $\times$ 25 ft. in size.

Each poster panel is built to conform to Association rulings, according to blue-print instructions. A standard 26-gauge galvanized sheet-steel metal facing is used, with standard posts, or uprights, and supporting braces and anchors. Around the facing is a molding. The paint color used to protect the surfaces is green. The size of each panel is 11 feet high by 25 feet long with illumination by reflectors at night on some boards in very important centers. The reproductions of poster boards in the illustrations in this Section give an excellent idea of the stability and uniformity of these boards.

13. Sniping.—Organized outdoor interests term as *sniping* the placing of posters on barrels, barns, fences, or walls not leased for advertising purposes and upon any location not specially constructed to receive the poster. In other words, the plant owner pays rent to property owners for his locations, while snipers often post without authority from the property owner.

Sniping is mostly done with small-sized posters and circulars, and is responsible for a great portion of æsthetic opposition to a well-ordered medium. From the advertiser's

viewpoint this method of publicity is of a more or less doubtful value, as he receives no protection, no guarantee of showing, no definite number of days' display.

14. Poster Sizes.—As already stated, the standard poster-board size is 11 feet high by 25 feet long. For the poster itself, lithographers use a unit of space measurement known as *sheet*, which is 28 inches high by 41 inches wide. The standard poster, familiar in all our cities and required in Association



FIG. 1

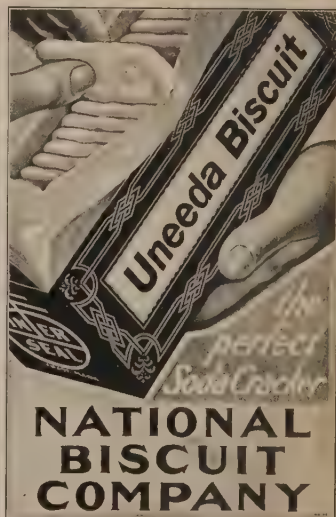


FIG. 2

plants, is known as the *24-sheet poster* and its size is 19 feet 8 inches long by 8 feet 10 inches high. There are some variations due to requirements of lithographer's presses.

On elevated railway and subway stations, even on steam railroad stations, are used posters of 1-sheet, 2-sheet, 3-sheet, and 8-sheet sizes. But these are not included in outdoor advertising as recognized by outdoor-advertising men. They are rather nearer to street-car advertising and are sold by companies controlling street-car and railway privileges. Figs. 1 and 2 are

examples of 1-sheet posters appearing on stations. Advertising on these stations is very popular, and the circulation value of public travel is easily obtainable.

15. How Posters Are Measured.—Fig. 3 is a diagram illustrating standard poster sizes, the common size being a 24-sheet poster. All are the same height as four single sheets, the length merely increasing 39 inches for each 4-sheet unit added. Posters of 8-sheet size and over are called **stands**. Thus, a 24-sheet stand consists of 24 sheets, each 28 inches high by 41 inches long, including the white lap or margin around each sheet. These margins do not show when the sheets are matched together. When posted on the steel facing, a white-paper margin called **blanking** is framed around the poster, and gives it a trim, clean, presentable appearance, much the same as a picture mounted in a frame with a mat to set off its colors.

Large posters are not always made up altogether of single 1-sheet sections. Sometimes a section will be several times the size of a single sheet. This enables the advertiser to save in the cost of color work, as only one-half of the poster may require two colors. In folding, the sections are arranged conveniently for the bill poster, thus obviating any confusion in posting the paper on the board.

16. Cost of Poster Advertising.—The rates for poster advertising are usually changed not more than once a year, unless urgent conditions cause other changes. They are based on a charge of so much per sheet per calendar month and are submitted to the advertiser on the 24-sheet basis; thus, for instance, at 30 cents per sheet, the rate would be \$7.20 per 24-sheet panel per month. There is no discount for quantity. (Exceptional cases allow a week's posting; for example, for a theatrical company that will be in a city for a limited engagement.)

Plants are inspected by the Association, and when the condition of the plant, the quality of the service given, the amount of population reached being taken into account, are satisfactory, a rating of Class AA is given. In a plant so rated the construc-

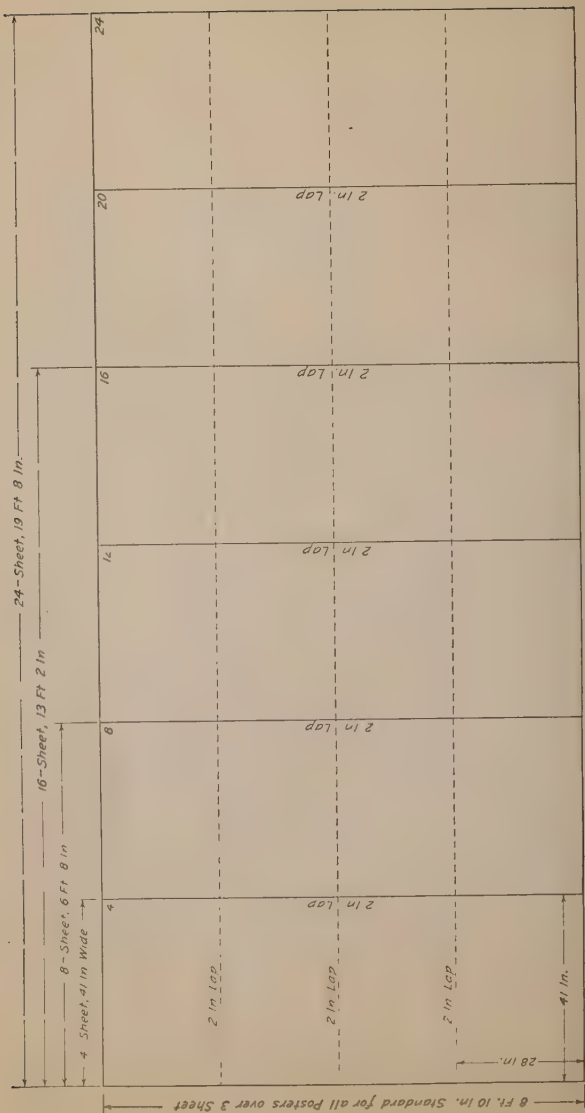


Fig. 3

tion and the posting are in accordance with the methods already described.

17. The Basis of Poster Display.—A poster plant is divided into a number of *showings* of equal value in point of distribution, and a showing, or equal parts thereof such as $\frac{3}{4}$, $\frac{1}{2}$, $\frac{1}{4}$, is the unit of purchase by an advertiser. It might be said that a full showing compares with a full page in a magazine, a half showing to a half page, and a quarter showing to a quarter page. A full showing is ample for most purposes and gives the best returns as proven by the experience of national advertisers over a period of many years.

The number of posters in a showing varies because of the topography of the city. New York City, for instance, has a far greater population than Chicago, but the density of population is greater in Manhattan. New York is made up of the Island of Manhattan, the Bronx, Brooklyn, and two other boroughs; and there are far more people living in 21 square miles of Manhattan than in 194 square miles in Chicago; the Chicago poster plant is extended accordingly over this greater area.

18. Special Poster Locations.—In large cities the owner of a poster plant must pay high rental for special locations, which, of course, are of increased value to the advertiser. These are analogous to preferred positions in newspapers and magazines. Displays in such locations are, for the most part, illuminated at night, and there are none in smaller towns. These locations are included in the list furnished the advertiser when he asks for an estimate for a showing and are a part of the showing which he receives.

In the Times Square district in New York, or in the loop district of Chicago are many poster locations, and it is apparent that their advertising value is greater than that of points where there is less traffic. The fact that they are included in the showings shows how thoroughly poster plants are planned to give the advertiser greatest circulation values.

19. Cost of Covering a Territory.—In some 8,000 towns and cities the cost of posting a 24-sheet showing is

to-day less than \$200,000 for a calendar month, the cost of the poster paper itself and the expressage or freight being additional. This is a real national showing. Broken up into cities or states, the prices are very much lower comparatively than similar circulations in other media. It is very seldom any advertisers wish to undertake so gigantic a campaign—they usually select definite territories, such as cities of a certain size, or certain states, or even industrial districts.

For example, an advertiser, desirous of securing publicity in a single state, might decide to place displays in only the cities of 10,000 population and over in that state. An exact estimate of cost would be furnished him by the solicitor for posting in those cities for the month or months selected.

The advertiser can then consider this cost with whatever other local work he is going to do, which may include newspaper advertising or street-car advertising; and he can determine to the cent what his campaign will cost; how many dealers he will reach; how many people he will affect, and thus have a thoroughly complete drive mapped out and ready to carry into effect. In other words all the data are furnished him upon which he may definitely plan out a campaign in advance. An interesting plan was worked out during the mobilization of soldiers in 1918. Many advertisers wished to reach the soldiers, so estimates were made to cover the cities contiguous to camps, where soldiers went on leave—where they spent their pay, and some highly satisfactory poster accounts were developed. The point is apparent. Here were thousands of young men, transplanted to a few dozen camps, visiting a few dozen cities; what more logical than to advertise there and to use posters outdoors?

20. Poster Service.—When an order is received from the advertiser, through the solicitor, the poster-plant owner agrees to post, for the month or months required, on the boards of the designated city or town, the sized showing he contracted for, to replace without extra charge during this time any paper damaged by weather or other cause, and to furnish, upon completion of the posting of the posters, a list of the

locations on which the paper was posted. Renewal paper averages about 20 per cent.; therefore, if 50 posters will make a showing, 10 additional for renewals must be shipped. To sum up, 100 per cent. value in showing for the advertiser is the goal.

21. Methods of Printing Posters.—There are a number of ways of printing posters but only the important processes will be here mentioned as follows:

1. *Lithography*: The large posters are lithographed on a special stone that comes from Bavaria. This process permits the use of from three colors up to eight and sometimes more, giving splendid reproductions of the original sketches in a soft tone.

2. *Aluminum plates*: A more modern adaptation of the principle of stone lithography. It is economical and satisfactory.

3. *Zinc plates*: Also a modern development in lithography which has working advantages over stone and which turns out very faithful color reproductions.

4. *Wood-block process*: An early form of printing large posters, usually used for lettering and decoration with some pictorial copy. It is really not suitable for high-grade work of lithography, because of its limitations. It requires hand engraving, and the cutting of the soft wood limits the engraver. Sometimes a wood-engraving house can deliver from 50 to 500 posters in three days' time in two or more colors.

Some form of lithographed poster is the most commonly used. The cost depends upon the quantity, upon the number of sheets, and the number of colors used. A run of 10,000 24-sheet posters of a given design would cost less proportionately than a run of 3,000 of the same design. For smaller advertisers, lots of less than 1,000 usually are done in only one or two colors by printers specializing in this character of work, and the cost of course is less.

The quality of ink and paper makes a difference in poster cost. The best colors do not fade in a month's showing, and the best paper does not tear away easily. The big advertisers

are willing to pay for the best, because they have found it to be the most satisfactory. The trade tendency is toward more artistic designing, using the work of well-known artists, and better coloring, which results in beautiful effects without sacrifice of the advertising value of the poster. It is exactly the same condition as obtains in other media. Advertisers of attainment strive for the best because the cost of space itself demands a corresponding care in the matter of its use. The public impression depends upon the tone of the presentation of the advertiser's message.

KINDS OF POSTERS

22. Stock Posters.—In addition to the lithographed posters made from special designs for advertisers, many lithographers deal in stock posters that can be bought in any quantity. The stock part of the poster is printed in large quantities with a space left in which the advertiser may have his name, address, or other matter inserted. For example, a stock design showing several women in street dress may be used for a department store or for a woman's specialty shop. Stock posters are only used by local advertisers. They lack the individuality required by larger advertisers, but are just the thing for those who cannot afford to have large quantities of colored posters printed. Fig. 4 is an example of a stock poster.

23. Dealer's Posters.—Many advertisers have an arrangement with local distributors to share on a proportion basis the cost of poster advertising, just as they do newspaper advertising. Some furnish the poster in 24-sheet size, with all the quality of high-grade lithography, and when the dealer agrees to pay for the posting cost or a proportion of it, they ship the posters, with an insert, imprint, or overlay panel that includes the dealer's name and address in large size.

This is the method adopted by some national advertisers of men's clothing who have very effective posters. The same holds true for advertisers in the automobile field. Where just

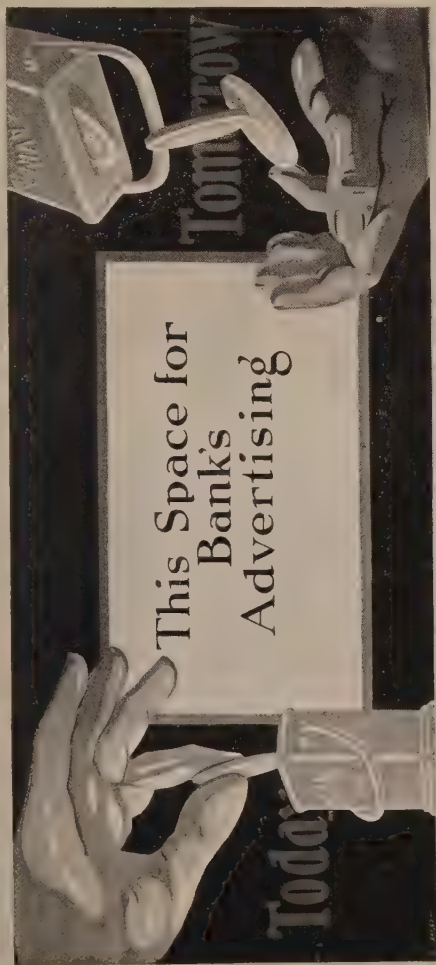


FIG. 4

APARTMENTS
5 6-7 ROOMS 3 BATH
READ & CO. INC.
30 Nassau St.
TEL. 879-1014



won't chafe here

HOOD

FLEX-I-PAC

*Easy on the Feet.
Tough on Rocks*



FIG. 5



Cor. Victoria & Degrauw, Jamaica L.I.

"I advocate a Man's joining in Church work for the sake of showing his faith by his work."

Theodore Roosevelt.

If you are not affiliated elsewhere you are welcome at the...

Victoria Congregational Church

Rev. E.C. MACKLIN

BLOCKS NORTH OF LONG ISLAND STATION

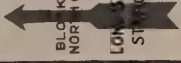


FIG. 6

one or two local distributors sell an advertised product, this plan is adaptable because it gives the local retail outlet publicity on a par with the advertiser's publicity. Fig. 5 shows a good example of such a poster. Space is left for dealer's name.

24. Hand-Painted or Manograph Posters.—There are times when a local advertiser can use only a few locations, in which event the plant owner can have posters painted by hand made for him. In making the manograph, the original is done by hand on a screen, by an artist. Duplicate posters are placed over the original and, by strong light, an artist of less experience traces and fills in the second, third, and so on. This reduces the cost. Fig. 6 is a good example.

25. Posters for Railroad Stations.—In cities like New York, Chicago, Philadelphia, and Boston, the stations of the elevated railroad and the subways are used for advertising purposes, 1-, 2-, 3-, 4-, and 6-sheet posters being used. Along the stairways there are also stands, and on the edge of the platform facing across the tracks to the other platform are long streamer-like posters, all used by well-known advertisers.

PLANNING POSTER ADVERTISING

26. A Study in Copy.—Any one planning to use posters must give special care to differentiate between outdoor copy and copy used in other media. Posters are long-distance "shots," which means that since they are not read at arm's length, they call for bolder display. They require a treatment entirely individual, and few men who are capable in poster art can adapt themselves to other styles. Posters being lithographed on large paper sheets and posted on large, flat surfaces, are seen from a distance. This demands a quick, definite impression on the passer-by. The poster must arrest attention; it must pleasingly present its message in one flash and invite a second reading by the same passer-by. Colors must be massed and in flat tones.

27. Brevity in Copy.—The advertiser must make up his mind that the better and stronger he can make his copy by a

choice of few words, the stronger will be the poster. A newspaper, or book, is read at a distance of a few inches. A poster is seen at a distance of 20 feet to 200 feet, or even farther. Most

Eat
Oat Flakes
Clean
Nutritious
10¢

FIG. 8

Be Sure to Try
Oat Flakes
Made of Selected Oats,
Cleanly Prepared, Nutri-
tious.
10-cent Package Makes
10 Breakfasts.
At all Grocers.
Oat Flake Co., Grand Rapids, Mich.

FIG. 7

people who see it are not sitting quietly; they are walking or riding as they read. So that the copy must be concise enough to give in one brief glance a full message most pleasingly to

the reader's mind. Where posters are often faulty, is in just this point: the advertiser is so anxious to explain by word that he complicates his whole story. In Figs. 7 and 8 are two forms of copy for an Oat Flakes poster. The superiority of copy in Fig. 8 would be even more apparent than it is if it were in actual large size.

At a reading distance of 12 inches, Fig. 7 may seem to be better, but hold it 3 or 4 feet away, and the strength of Fig. 8 will appear.

28. Simplicity in Design.—An artist who devotes himself to a poster style of art is usually the best adapted to design a commercial poster. The massing of color and a technical knowledge of the limits and the possibilities in lithography are two qualities which go to make a successful design.

An experienced poster artist can very often, in designing a four-color, 24-sheet poster, so lay out his design as to use only three colors on certain sheets. He would know why a certain part of his design, if extended an inch, would be printed on another poster sheet and necessitate four colors on that sheet just because of that one little inch of design, which would increase the cost. Artists without this experience find it difficult to mass their colors and to keep away from intricate details, because it is just as necessary that the colors give one a quick, definite impression as it is for the wording to be brief.

Posters are attention getting; they are impression giving; they are not argumentative, not explanatory; they flash a thought; they make a definite impression; they remind. They should never be too artistic to the point of losing their sales value, because that would detract from their power of securing good-will, which should lead to sales. So it is well to say that a message on the poster boards should be in harmonious colors, simple enough to be a pleasing appeal to all.

29. An Error to Be Avoided.—The poster shown in Fig. 9 is an old one, combining an 8-sheet and a 16-sheet. Note that the 8-sheet section has too much copy. In this book it can be read, and doubtless on the artist's sketch it was readable across the width of a room, but imagine it at 40 or 50 feet!

KING OF TABLE WATERS

BOTTLED ONLY

AT

THE SPRING

WAUKESHA, U. S. A

NETER EXPOSED TO THE ATMOSPHERE

SPARKLING

1/2 PINTS - PINTS - QUARTS

STILL

PINTS - QUARTS - 1/2 GALLONS

Served

All Hotels - Cafés - Clubs

ON SALE

PARK & TILFORD

ACKER, MERRILL & CONNITT CO.

AND ALL

GROCERY AND DRUG STORES



"A GOOD MIXER"

DRINK

FLYS MILE

SERVED

ALL HOTELS - CAFÉS - CLUBS

FIG. 9



FIG. 10

The Highest Priced Flour in America
And Worth All It Costs

King
Midas
FLOUR

The word *Clysmic* in the original was black, the word *Drink* and the copy below, in red. The bottle was green and the balance of the smaller letters were in red and black.

With the use of these colors it would be a more effective poster if the bottle were moved a little to the right and all the smaller lettering removed. After all, the appeal is to the palate of the person viewing the poster. A desire must be aroused to drink *Clysmic*.

30. Two Good Designs.—Compare the U. S. Marines poster in Fig. 10 with Fig. 9. The sizes of the posters are the same, but the lettering in Fig. 10 is bold and easily read, while the picture is a whole story in itself. It would be difficult to suggest one change in this design which would make it better. It was one of the most productive in results of any poster used during the World War.

At the left also in Fig. 10 is a poster in very appealing colors, which shows by suggestion the use of a camera. It was used in the early summer months to induce people to take cameras with them on their vacations and, by presenting a seashore scene, it was not necessary to say so in words. In both these posters the wording is bold and conclusive.

31. Incorporating a Selling Point.—Because the wording must be concise, it does not follow that the copy may not bring out a selling point. Perhaps there are too many posters simply announcing a name without a suggestion of the desirable qualities in the product. But a well-expressed phrase may bring out a strong selling point in an article. An O-Cedar Mop poster reads "Cleans as it Polishes." In Fig. 11 is an 8-sheet poster. For the distance an 8-sheet poster must be read, this poster is good. Its color harmony was a blue field with rich yellow letters outlined in white, the smaller lettering being in white. This makes a cool and attractive color combination, but not so strong as the combination of black, red, orange, and yellow.

More than one selling point in a single poster is not good poster advertising. It is best to bring out the one selling point in one design and another in a different design, thus form-



FIG. 12



MAKES KIDS HUSKY

NATIONAL OATS

PURE
ROLLED WHITE OATS

NATIONAL OATS COMPANY
CHICAGO, ILL.

Makes Kids Husky

The advertisement features a black and white illustration of a young boy in a heavy fur parka and hat, standing in a snowy landscape with mountains in the background. He is pointing upwards with his right hand. In the center, there is a can of National Oats. The can has a label with a small illustration of a boy's face and the text 'MAKES KIDS HUSKY' above it. The main label on the can reads 'NATIONAL OATS' in large, bold letters, with 'PURE ROLLED WHITE OATS' below it. At the bottom of the can, it says 'NATIONAL OATS COMPANY CHICAGO, ILL.'.

FIG. 13



FIG. 14



FIG. 16

Armour's STAR



"THE HAM WHAT AM"

ing a poster campaign more educational than one in which only a single style of poster is used. People will be sure, in an average showing, to see more than one design. In Fig. 12 is a Headlight Overalls poster, one of a series showing pictorially men actually wearing overalls, men doing hard work. The slogan *outwear two ordinary pair* tells everything there is to be known, and any one passing this poster on the street would immediately get in a glance a complete idea of the overall advertised. Fig. 13 plays upon one idea also, *Makes Kids Husky*.

32. Pictorial Posters.—The poster advertiser has almost unlimited opportunity to illustrate. His product or package may show in natural colors, either in full size or larger. Figs. 14, 15, and 16 show examples of illustration in posters. The Victory Loan poster, Fig. 14, is nearly all picture. It has a dash and a go forward spirit that makes the lettering of secondary importance. Observe how much more appealing it is than the two posters to its left. Fig. 15 shows in color what the lithographer's art can do to picture an article most attractively, to whet the appetite. It is impossible to do justice to the pictorial and the artistic side of posters without color reproduction and that is why particular attention is called to Fig. 15.

33. A Typical Poster Campaign.—The advertiser introducing a new article or entering a territory new to his goods, must decide whether he will post in advance of his salesmen or after distribution has been obtained among dealers by the salesmen. If the advertiser is not well-known in that territory, it will be a big sales asset for the posters to appear in the month in which the missionary salesman solicits orders, so that the dealer will have this visual evidence of advertising, and not a mere promise. If the advertiser and product are known to the merchant, and the product has distribution, then the salesman can either precede the posting or work along at the same time. He himself will be wonderfully stimulated by actually seeing advertising of the product he is selling on the very streets where are the dealers on whom he is to call.

Let us suppose a campaign of posting by a well-established advertiser, but new to the territory. He is selling a beverage that is sold at soda fountains, and also in bottles to the home—a ginger ale for instance. How will he proceed?

First his salesmen must be thoroughly schooled in the campaign. They must be equipped with the proper dealer aids, such as store signs, window trims, etc., carry a portfolio which will show the posters preferably in color, and reproductions of other advertising to be done; in this way they will be able to explain the whole advertising plan to the dealer.

It is very fine for salesmen to place upon store windows small color reproductions of the poster, as this makes a tie-up between the large poster advertising and the retail point of sale. Then, when the posters appear, the full effect of demand for the ginger ale comes from the public, and the dealer, seeing his new stock begin to move, recalls that the salesman's promises have been fulfilled.

All soft drinks are presumed to have a season of heaviest sale in the summer months, and this heated period is the proper time for the poster campaign to appear. This does not mean, however, that soft-drink advertising is limited to a short season; for the United States is so large that the advertiser has a year-round season somewhere in the states. In New England, in January the snow on the ground does not whet appetites for soft drinks; but in January thousands of people are thirsty because of the heat in Florida, along the southern gulf states and in parts of California. Posters can follow this weather condition and keep a soft-drink manufacturer busy in months he may perhaps have considered dull. There are four seasons in America, but they are not the same at the same time in every state.

The mean temperature of each season at Weather Bureau Stations shows that there are swaths across the states which show a variation of 40° at all seasons. This indicates how flexibly posters may be used. They can be fitted to meet the condition in each town. Poster advertising is national advertising localized, meeting the need of the advertiser whose sales are affected by seasons.

34. Verifying a Poster Showing.—When an advertisement appears in a periodical or newspaper, a copy mailed to the advertiser proves its actual appearance. So when a poster campaign is on the boards the advertiser receives a list of the exact locations upon which his poster advertisement is posted.

Poster-plant men welcome the opportunity of meeting their advertiser's representatives because it makes business relationships more personal, and where at times there may be matters to be adjusted, this personal meeting makes adjustment far more pleasant. The plant owner and the advertiser's representative frequently check over a showing, and the former knowing the locations, can assist the latter very much indeed.

PAINTED, ILLUMINATED, AND ELECTRIC DISPLAYS

PAINTED DISPLAYS

35. Diversity in Style.—Painted displays (known to the average man in the streets as "signs") developed from the need of advertisers for permanent copy and dominating publicity. Each display is a unit in itself, sold as a unit and painted by hand, by outdoor painters. These men who specialize in outdoor paint work have developed technique of a superior quality. Today the work is far in advance of that done years ago, and painted signs are worked out with faithfulness to the original sketch. Each advertisement, because it is painted by hand, is an original, with the human touch beyond the limitations of mechanical work. Most of the painted displays are now painted twice a year, the second painting of the original copy being done to keep the display bright and clean in appearance. Quite frequently in the larger cities copy is changed three or four times a year, which means that there are that number of paintings.

Some of the modern paint plants have been developed to a point of considerable beauty in framework and copy. In the

so-called *de luxe* bulletins, the sheet-metal facing is surrounded by an artistic or ornamental metal framework which gives it an appearance similar to a framed picture. These *de luxe* bulletins are attractive and meet the demand of the advertiser and the public for bulletins of distinction and of artistic structure.

NOTE.—The expression *paint plant* is used in the same way as is the term *poster plant*. It is a trade term meaning all the bulletins, walls, etc., in a city that are owned by an organization operating in the outdoor painted display advertising business.

The bulletins on buildings and on roofs are made upon steel framework which is the structural part of the sign. Along automobile highways and street-level positions, the boards are built on staunch wooden posts. In most cities the laws determine the strength of such structures so that they are kept within the needs of the community in regard to compliance with fire laws and building regulations.

In addition to the bulletins on specially constructed boards, the outdoor-advertising companies lease from property owners space on walls of buildings on which they paint displays directly upon the surface of the brick or wood. These are called *painted walls*. Bulletins are built on roofs, placed on the fronts or sides of buildings, on highways, on street level positions, on open lots and along railroad lines. The object is to secure locations that will be seen advantageously by the people passing along main avenues, at trolley transfer points, along street car lines or wherever crowds may congregate.

36. Why Painted Displays Are Used.—Advertisers of articles for everyday use, in all seasons, find permanent painted displays of distinct value; for example such articles as: Uneeda Biscuit, Crystal Domino Sugar, Bull Durham Tobacco, Beechnut Bacon, United States Tires, Sonora Phonographs, etc.

The sellers of so-called seasonable articles, who feel that need of keeping these articles and their names constantly before the public, use painted displays, so that the constant suggestion will likely bring the name first to the mind when the consumer is ready to buy. Wm. Wrigley, Jr., once stated that he

uses outdoor displays on the principle that there are new thousands of consumers every day, some of his old customers passing away, and youngsters growing up. There is, as experienced advertisers know, a continual shift in populations, changes of neighborhoods, new industrial developments, new immigrants—all of which calls for increasing persistence on the part of the advertiser whose product must continue to increase in sales.

The makers of Chalmers Underwear maintain a spectacular electric display on Broadway, New York, the year round, and upon inquiry as to whether it was not a mistake to advertise summer underwear in January replied, "We just don't think it fair to ask people to remember for eight months something which we would only advertise for four if we advertised it only in season." Incidentally, as advertising has developed, the same tendency is noted in all media; beverages such as Coca-Cola and Clicquot Club Ginger Ale are featured the year round, even in the cities where winter lasts five or six months.

The repetition of the product's name day after day is the foremost argument in the sale of outdoor displays: shifting populations and diverted interests caused by intense competition necessitate a persistency on the advertiser's part, such as this medium gives to a marked degree.

Permanent painted displays cooperate with and strengthen other advertising by constantly reminding people, by keeping alive in their memories advertising that they have seen in other media. They have, however, been used successfully and exclusively to introduce a product, and to secure distribution and the cooperation of dealers; because the dealer knows that a painted display is not a temporary support, and that displays in his own neighborhood among his own customers help him build up a trade on the product. It is human on the dealer's part to feel that the advertiser must have confidence in his own product and be in real earnest when he contracts for a year's advertising.

37. Organizations of Paint-Plant Owners.—There are organizations of painted-display plant owners, not quite so

national in scope as the poster-advertising associations, but nevertheless influential in the cities represented. They are moved by the desire to better their own line of business, to eliminate faulty practices and to exchange experiences for the good of the medium. They foster a closer relationship between the outdoor plant owners and civic societies, so that their business will be better understood, and they act in many ways to cultivate the development of artists who intend to follow outdoor painting as a means of livelihood. Conditions are not so favorable for standardizing painted displays to the extent that poster panels have been standardized, because painted walls are always distinctly individual and painted bulletins are built to fit each location and each is a specimen of hand painting. Where real standardization progress has been made, is in the de luxe framing and in the decision to paint more than one time a year. The future holds great promises for bigger strides toward perfecting this, one of the oldest advertising mediums.

38. How National Advertisers Select Painted Displays.—As has been shown, a local merchant using poster advertising deals directly with the local plant owners in his town or city, while national advertisers deal through national solicitors. In painted displays the conditions are somewhat different. Local and national advertisers are on the same footing. The plant owner may be the same man who owns the poster plant, or he may control only a paint plant, while in many places are found more than one paint plant in a city.

A national advertiser may either deal directly with each plant owner in each city or he may, by reposing confidence in one of the larger organizations, authorize them to deal for him; in other words, to sublet contracts for space. Some of the larger companies specializing in painted bulletins operate in this manner and hence make the problem much easier for the advertiser to handle. By close business relationship, they will sublet contracts to other plant owners where their own facilities are inadequate. For example, a paint-plant owner in Baltimore having a prospective customer who wishes some

outdoor bulletins in San Francisco, may endeavor to secure the bulletins or walls agreeable to the prospect and, if successful, may attend to the specifications through the local plant owner at San Francisco. The prospect may have his own dealer there to cooperate with the paint-plant owner. Then, after sketches are approved, the Baltimore plant owner may take care of all further details for his client, dealing for him with the San Francisco plant owner.

There are also companies that make a specialty of manufacturing tin and other metal signs to be sent to dealers or for salesmen to place on the outside of dealers' stores. Such signs are commonly found at gasoline stations and at garages, very often along highways on single posts to give direction to motorists and incidentally to suggest the name of a product.

39. Cost of Painted Displays.—The best painted displays are executed by high-class sign painters and scenic artists, and the bulletin or wall is usually sold at a specified price rather than by the square foot as in years gone by. This price is based upon the circulation value of the location to the advertiser, the comparative dominance of the display, the price the plant owner must pay for the lease, and the cost of preparing the structure.

Contracts are usually made for a period of 12 months, and sometimes up to as many as 10 years. There are some 6-month contracts; but these are the exception. In the price paid by an advertiser, is included the value of the original sketches, the first painting, the repainting, and all maintenance; so that, if a price of \$1,200 a year is quoted, the advertiser knows there are no additional expense items.

It is obvious that an illuminated or electric display has maintenance requirements, such as flashers, globes, electric current, etc., greater than those of a painted wall or bulletin. Sometimes when a building is being constructed an advertiser will contract for the wall exposed for a few months. At Herald Square and Times Square, New York, advertisers have paid \$500 per month during such a contingency. Large advertisers are always on the alert for such opportunities.

Orders are also given on the basis of painting 100,000, 200,000, or 500,000 square feet in a certain territory, the sizes depending upon the shapes of the spaces that can be secured, and the price quoted being so much per square foot for plain copy painted once a year. This space on barns and walls is secured by the crews of painters and roadmen as they work along from town to town.

In this particular class of contract, the advertiser must trust to the judgment of the roadmen and the reliability of the company controlling them. Nowadays in the cities the larger part of the more desirable locations have been leased, and consequently contracts are usually figured upon space already acquired and already priced, so that if the advertiser wishes to cover a city thoroughly, a showing can be figured out for him on a map, from available bulletins and walls. Where the advertiser feels the present leased locations are inadequate for his requirements, leasing men will try to secure additional locations to conform to his needs.

Because painted displays are still in the developing stage, some contracts are made on spaces not yet secured. Along automobile highways and railroads state-wide showings are sold sometimes without a single structure standing. Then when the contract is made the outdoor company's representatives go out and secure the locations; after that, bulletins are built.

40. Manner of Using Painted Displays.—Since each painted display is a unit capable of separate treatment, the methods of making use of such displays are various and depend upon the purpose the advertiser wishes to accomplish. There are, however, three generally used methods which are as follows:

1. Using the "high-spots" or centrally located bulletin boards and walls where it is reasonable to assume that most of the population passes at some time during a week or month. These locations are the highest priced and have the greatest circulation value, and displays on them make a strong impression on the public.

2. Making use of distributed locations to reach certain neighborhoods and shopping sections. For a grocery product, as an example, it is advantageous to use displays in the neighborhoods where women go to the grocery every day. In fact, for any product sold through a great number of retail stores, the advertiser usually wants as many locations of this character as will give him a general showing. Sometimes in a large city, he may be interested in only one or two particular sections where the brand or package needs support. To reach the people coming from points outside the city, he may make use of one highway or a group of them, or one railroad or a group of them, for whatever number of displays are needed.

3. The using of displays in one or two locations to draw trade to a local store from a neighborhood which logically is tributary to that store. For example, on 125th Street, New York, there is a tremendous shopping business, and some of the retailers of furniture, women's wear, shoes, and optical goods use painted displays on Washington Heights as far as 181st Street, because the people living there can and do come to 125th Street to shop.

Products and services of interest to motorists, such as accessories, tires, batteries, insurance, etc., are popularly featured on bulletins along highways, as are also inns and summer hotels.

Manufacturers and others wanting to reach out-of-town buyers, use bulletins along railroads. Dress goods, building materials, hotels, theaters, and wholesale business of all kinds are advertised this way. For the daily commuting travel over these railways, are featured bulbs and seeds, restaurants, office fixtures, perfumes, talcum powder, specialty shops, and dozens of other lines of trade.

So the advertiser should study the outdoor paint medium with as much care as he does any other medium. He should observe the displays built in new locations, watch the character of the advertising and try to decide the reason in his own mind why the advertisers are using the medium as they do. He can keep in touch with the plant owners without obligation to buy, but simply in order to know all about developments and

There is fully as much difference between milk & cream
as between ordinary and

King Midas
FLOUR

FIG. 17

FRESH FROM THE TEA GARDENS

SAN TOY

CEYLON TEA

CLARKE BROS. SOLE AGTS.



FIG. 18

CONRAD

Sells the

Stetson[®]

AND

HATS

305 Lackawanna Avenue.

FIG. 19





FIG. 21

to understand the relative values of different locations in town and learn what he has to do to get the best results for himself from this medium, which has so many factors entering into it that are of no moment in other mediums. Bulletins and walls in new locations are becoming available every day; old locations are being closed out, and there is a constant selling of space; therefore, the advertiser must be ready to decide promptly if he wants what is offered.

41. Examples of Painted Displays.—In Figs. 17, 18, and 19 are shown examples in black-and-white reproduction of painted displays to indicate the character of lettering and picture. Note how few words are used and how prominent the product name is made. There is a selling message in both Fig. 17 and Fig. 18. The excellence in color harmony in these advertisements is, however, lost, but Figs. 20 and 21 will give an idea of the color values. The fact that colors are used makes the appeal universal. A painted display, because of its color and size, attracts the eyes of people in all classes; it can be read by the educated and understood by those who cannot read and even by the foreign-born who do not know English. It will, of course, be understood that these reproductions, reduced to the size here shown, lose the advantage of their real outdoor sizes. For example, the actual size of the H-O display in Fig. 20 is 12 feet high by 36 feet long.

42. Painted Wall Displays.—A painted wall display is exactly what it is called. It is the painting of an advertisement directly on the wall surface facing toward public view.

Fig. 21 shows a painted wall that is three stories, or about 40 feet high, and about 80 feet long. Fig. 22 reproduces a city wall showing both to elevated and street travel. This features a grocery product, and the second store from the corner is a grocery, a happy and timely location indeed. There are painted wall displays in New York, Chicago, San Francisco, etc. of great dimensions; one at Broadway and 59th Street, New York, featuring Kelly-Springfield Tires, is 6 stories high, 71 feet high by 43 feet wide. Fig. 23 shows a good wall design visible for a whole city block. Painted walls are exten-

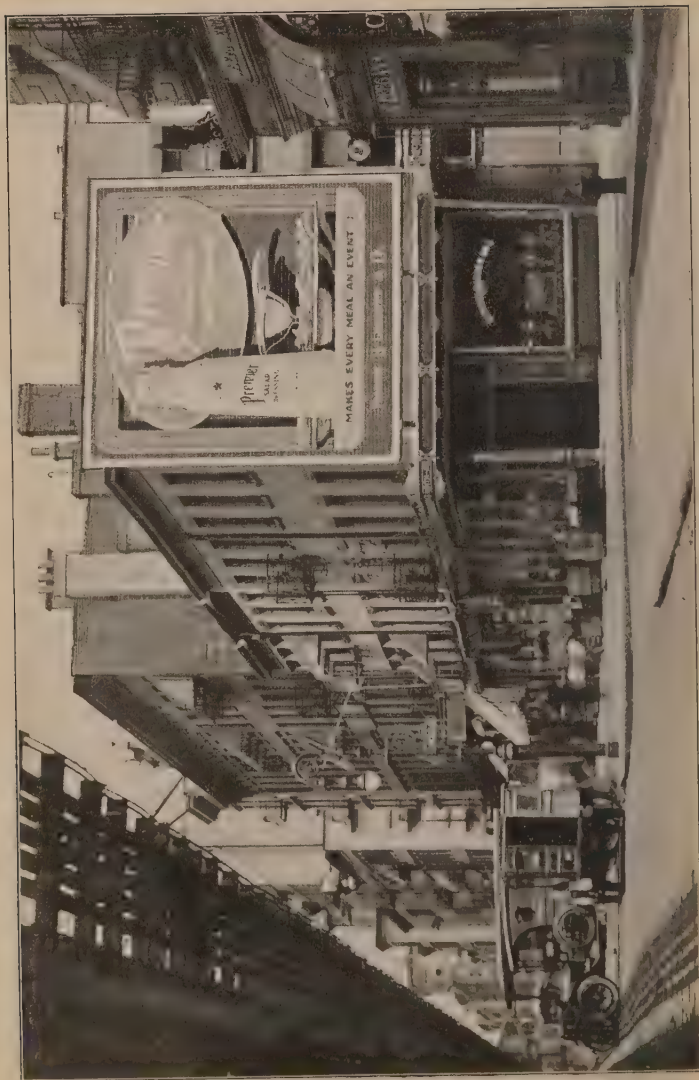


FIG. 22



Fig. 23



FIG. 24

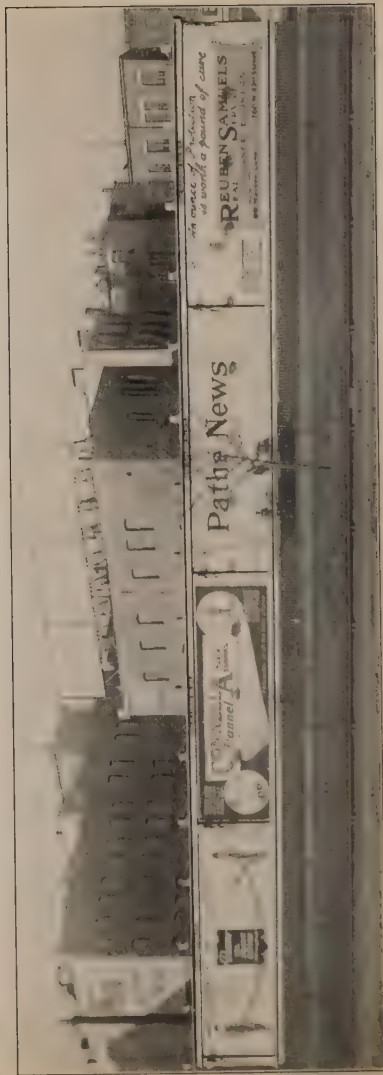


FIG. 25

sively used by large advertisers who have associated this form of outdoor publicity with their campaigns for many consecutive years. In cost they are more moderate than bulletins, while in average size they are larger. They are painted upon very quickly and are dominating in their scope.

43. Painted Bulletin Displays.—While wall displays are actually painted on the wall surfaces, the bulletin is an erected structure. Fig. 24 shows two bulletins in de luxe style. One can judge from the picture the colors used in reproducing the fruit. Note the clearness of the lettering and the terseness of copy. If a photograph were taken from one of the apartment-house windows, it would show the unsightly mass of litter hidden from view. This is one of the public benefactions of outdoor advertising too often lost sight of by those who feel a tendency to criticize without an appreciation of the economical side of the industry. Bulletins are constructed with either wooden or sheet-metal surfaces. They have admirable painting surfaces much smoother than average walls. They fit specific locations and carry a strong message to the public, not only because of their vision range but also because of their trim appearance. Bulletins of modern construction are perhaps the best looking of all outdoor signs and are receiving greatly increased consideration by advertisers.

44. Beauty in Display.—Fig. 25 is an example of highly artistic display work on a street bulletin. It shows to one of America's most famous streets, at the beginning of a residential district, and covers the front of a lot used for storage of wagons. At the foot, is a green screening of lattice work.

The framework in de luxe style is based on the Tuscan architecture, correct in detail and proportion according to architectural standards. Before this was erected, the frame design was submitted to three architects for approval. A little interesting touch is added to this picture because it actually shows two painters at work. Modern outdoor displays present many beautiful examples of artistic treatment everywhere. The bulletins in the Pacific Coast states have excited very favorable

comment, and the trim appearance of the de luxe bulletins is, without doubt, a marked step toward beauty.

45. Railroad Bulletins.—In proximity to the cities there are display bulletins along the railroads which can be seen by travelers along almost the entire length of a journey. Frequently local department stores have copy that reads in this manner: "15 miles to Abraham & Strauss." Hotels are great users of railroad bulletins, while restaurants and theaters use the medium extensively. There are various sizes of such bulletin boards, the nearest to standard size running 10 feet by 50 feet and 12 feet by 100 feet. These are also sold, as are city bulletins, on contracts ranging from one to three years, including in the cost, sketches, painting, maintenance, and repainting once during the year with the same copy. Some such bulletins are as high as 20 feet and as long as 300 or 400 feet with cut-outs reproducing packages or factory buildings which extend over the top of the display. A *cut-out* is a section of the board in outline extending above the bulletin top; it may outline a package, such as a tube of tooth paste.

Railroad bulletins are set back far enough from the tracks to give the eye full opportunity to read even when trains are passing at high speed. It is very important that the placing of the bulletin be not too close to the tracks. One advertiser had his bulletins checked by counting the number of passengers seen to read them and he found that 65 per cent. of those on the trains did read them. There are great numbers of wholesale houses using this form of outdoor display today to attract visiting buyers. They have found that many buyers are influenced as they enter the city by this brief message inviting them to call when in town. Wholesale dress, clothing, and waist houses use great numbers of railroad bulletins in the East.

It should also be recorded that local factories use a few bulletins along the railroads approaching their home cities, even erecting bulletins on their own grounds when the factory happens to be located on the railroad main line. Many cities, too, have bulletins inviting manufacturers to locate there and depicting a few of the city's industrial advantages.

Where there is a heavy commuter travel, railroad bulletin advertising has advantages for many other lines of business, such as office appliances, portable houses, building material, real estate, and specialty shops. Commuters can see these advertising messages twice a day.

The suburban travel is very heavy near such cities as Chicago, New York, Philadelphia, and Boston; and advertisers can obtain the relative circulation value by getting the figures of the daily numbers of passengers carried by the roads.

46. Traffic Along Railroads.—The daily traffic along a few lines entering and leaving New York is as follows:

Pennsylvania	111,780
Erie	68,813
New York Central	53,564
Long Island Railroad	133,661
New York, New Haven & Hartford	51,060

Fig. 26 is a good example of a modern railroad bulletin.

47. Automobile-Highway Bulletins.—A large development of outdoor painted displays is that along roads, where the automobile has increased daily travel to a point until such displays are really a very attractive form of advertising. Automobiles, accessories, tires, oil, beverages, inns, sporting goods, and real estate are commonly featured in this manner.

A very interesting phase of this branch of outdoor advertising is the making of the bulletins of real service to the community. The public is familiar with bulletins found all over the United States in the form of an open book. On the left page of this is given a brief historical story of the nearest historical spot and on the right-hand page a message that "United States Tires are good tires." Another noteworthy example is the "Warning signal man" of Hood Tires, a trade-mark figure cut-out with a warning flag in his hand, and a message on the bulletin that there is a bad curve ahead. These are placed at points which gives the motorist ample time to be on his guard for the special road condition that faces him.

Automobile-highway bulletins are built in only a few styles, the de luxe, which averages 10 to 16 feet high by 50 feet in

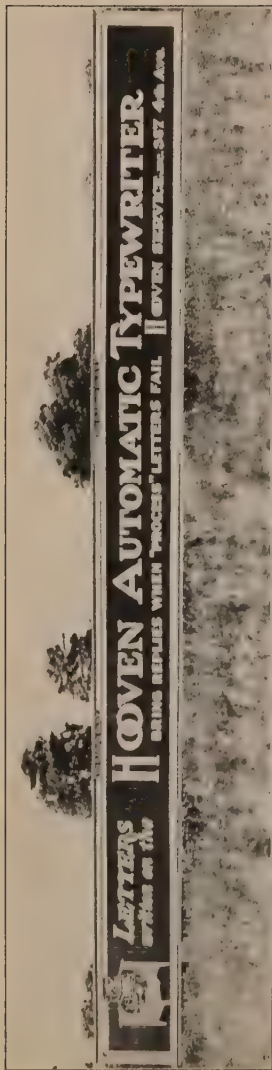


FIG. 26

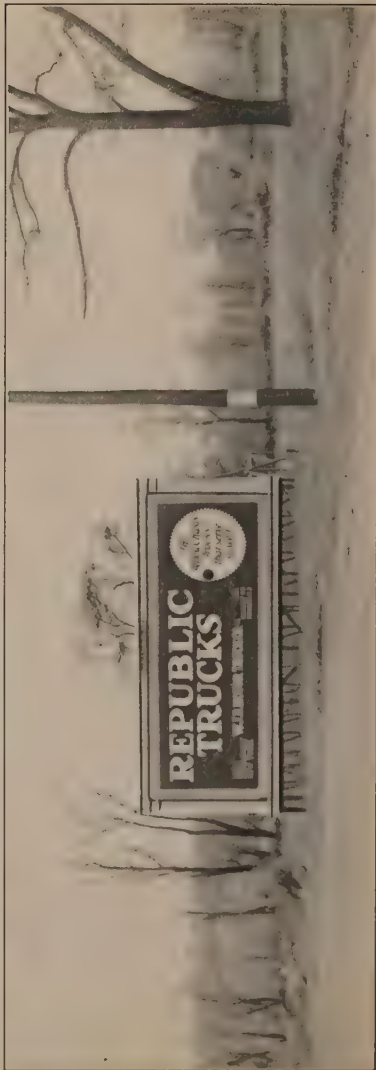


FIG. 27



FIG. 28

length; the regular or plain bulletin without the frame, and illuminated bulletins which are thrown into relief by reflectors at night time. The setting of the automobile-highway bulletin is in three positions: the *head-on*, facing traffic directly, so as to be read without effort; the *semi head-on*, facing traffic at an angle; and the *flat-on*, which stands parallel to the road.

Fig. 27 shows a highway bulletin of de luxe construction. This is a head-on display which at night receives the glare of the headlights and consequently is an advertisement during 24 hours. Fig. 28 also shows one of the historical bulletins facing head-on to traffic. Count of travel can also be made along roads near cities. For instance, along the Merrick Road in Long Island 10,070 automobiles are estimated to pass daily. Thus an advertiser can obtain the relation in circulation value of such displays to his other advertising.

ILLUMINATED DISPLAYS

48. Illuminated Bulletins.—In the large cities, the restaurant and theater crowds are often denser at night than in the daytime hours; and this fact renders it profitable to illuminate some of the bulletins that occupy positions of special prominence. The additional expense of illumination is justified by the increased time of circulation, as the bulletins are then visible for about 17 hours per day, the time when they are illuminated being the most valuable.

The lighting is done indirectly by reflectors extending out from the bulletin and throwing an even glare over the entire bulletin surface. Some of these bulletins have a succession of colored globes such as blue, red, and white. These bulletins are built in de luxe framing and many have a change of copy two and three times a year. They will be found mostly on roofs, but also on street levels and along motor highways close to the cities. Atlantic City has many along the boardwalk, and the Pacific Coast cities, Detroit, New York, etc. have some very beautiful specimens of this form of advertising.

Illuminated-bulletin locations are determined upon only after careful selection from the choicest spots; and only artistic



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FIG. 29

A good example of a painted and illuminated bulletin



FIG. 3

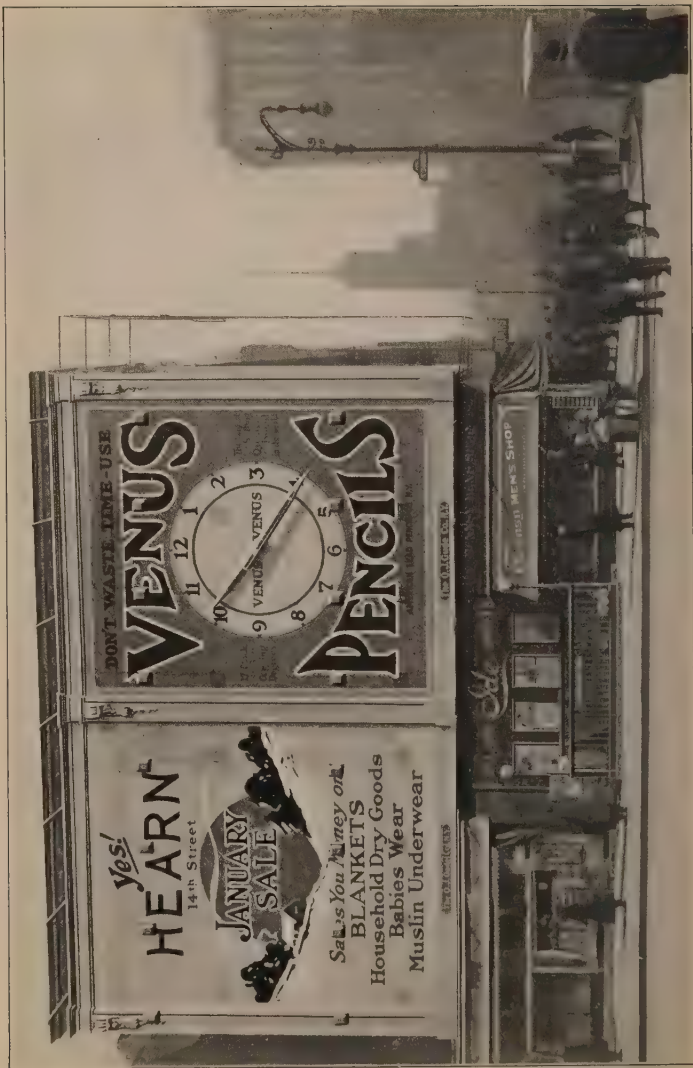


Fig. 31



Fig. 32

designs of character are used, because of the intrinsic advertising value and cost of the locations. The bulletins are of steel surface with the de luxe frame. Fig. 29 shows an illuminated bulletin reproduced in color and Fig. 30 is a splendid example of a busy night center where one illuminated bulletin stands alone and actually dominates.

In Fig. 31 is shown a daytime view of an illuminated bulletin with a novelty arrangement consisting of a clock; standing as it does at a prominent corner near the great Pennsylvania Railroad Station in Philadelphia, it serves the purpose of telling the time to the thousands entering and leaving the terminal. At the upper part of Fig. 32 is shown what is called a *semi-electric-illuminated display*. By day it is a painted bulletin; at night the surface is illuminated by reflectors, and additional electric globes on the face of it flash off and on in colors in a manner similar to a spectacular electric display.

49. Spectacular Electric Displays.—Perhaps no other advertising has the appeal to the public that the spectacular electric display enjoys. It has developed mechanically and in beauty to a degree never dreamed of in its earlier days and is the recipient of great mouth-to-mouth publicity in addition to stories written in publications all over the world. .

Where great crowds gather at night these displays are found. In New York, Chicago, Atlantic City, San Francisco, Detroit—in fact, in every large city. Atlantic City, for example, has 15,000,000 transient visitors a year, who come to conventions and for play. New York has 325,000 out-of-town visitors daily, Chicago, over half that number, and these people are part of the great night life thronging the “white ways,” as they are popularly called. This gives electrical display advertising two values—local and national.

The theory, many times proved, is that transient people see what is so boldly advertised in a metropolis, and demand these articles when they return home. Among these thousands are owners of stores, buyers and dealers, who register an impression which is vivid to them when a salesman calls later representing the advertiser whose display they so pleasantly recall.



FIG. 33

Of all the electric display advertising the greatest is that on Broadway, New York, from Herald Square up to Columbus Circle—25 city blocks. There are displays here which have been working unceasingly for many years, until they seem as landmarks. There is the famous kitten getting caught in threads; the clock which features an underwear; the famous chewing-gum display, the largest in the world, and the big boy in pajamas who says "It's Time to Retire."

Every visitor talks of what he saw on the "Great White Way," and no one is immune. The President of Brazil, the Prince of Wales, the King of Belgium, great statesmen, have publicly expressed their amazement and pleasure; novelists have written interesting stories of how these marvelous twinkling lights portray American enterprise.

50. Description of Spectacular Electric Displays.

Ordinarily, electric displays are built on staunch skeleton steel frames on roofs, but a few are on the façades of buildings. The lettering is of sheet steel cut-out letters, studded with incandescent globes and lighted by *flashers*, which are mechanical clock-like inventions driven by motors that automatically turn the current on and off. Most spectacular electric displays have a variety of colors in the globes, and depend upon motion and action for their eye appeal. A word or two appears, then the lights suddenly are shut off, then other words appear. Pictorial effects are growing more intricate, more real, and more attractive every year. We see borders of flowers and fruits in delightful colors, fountains playing, wheels turning, automobiles rushing by, and a number of other equally wonderful effects. It has been demonstrated conclusively that moving devices will attract more public attention than those that do not move. Consequently, outside of the field of spectacular electric work, electricity serves to produce motion in barber signs, in store-front signs, in window displays, etc. Fig. 33 is a reproduction of an elaborate spectacular electric display in New York City. This one is on the roof of a 12-story building, the searchlight rays are 400 feet long and are visible for miles. The dogs trot, the boy cracks his whip and the letters flash on and

off regularly. The size is 47 feet high by 72 feet long. There are 4,048 electric lights used. The Eskimo boy is 22 feet high, the whip 52 feet long and the dogs 9 feet high. In Fig. 32 is shown, as already mentioned, the semi-electric-illuminated bulletin on the roof, and a spectacular electric display placed on the front of the building at the corner.

51. Cost of Spectacular Electric Displays.—As is the case with all individual outdoor displays, the price depends upon the circulation value of the location and the character and size of the display. Some locations, as along Broadway, New York, cost as high as \$9,000 a month; lesser ones (and this is true in smaller cities) may be secured for \$500 per month. The cost includes designs, which are copyrighted, installation, current, maintenance, and nightly inspection. With pictorial copy or heavily grouped lighting in the lettering, these displays have a daytime value, while at night from dusk until midnight or a half hour later, the full value of the message is felt. With a night-time circulation of 200,000 to 500,000 people, the price is reasonable, when the attraction, size, and dominance are considered. Such displays are sold on contracts for a year or for a number of years.

52. How Spectacular Electric Displays Are Sold. The displays are planned in all details, blueprints are made of the construction, the location and number of the globes are indicated, the candlepower is outlined, and a complete drawing in color is submitted to the advertiser on specially prepared black cardboard to represent the dark background of the evening sky. Very often the outdoor advertising concern originates an idea before soliciting an advertiser, and secures the contract upon the cleverness of the idea presented. This contract, covering a certain period of years, means that the advertiser has an unobstructed display of great magnitude, something the public will talk about; something distinctive, big, and memorable, the news value of which will give publicity in daily papers worth a great many dollars in space value.

53. Summary.—The different types of outdoor advertising displays are:

The poster, or lithographed paper sheets.

Displays painted on walls in the city or on barns in the country.

Painted bulletins along automobile highways.

Painted bulletins along railroads.

Painted bulletins in cities, either at street level or on roofs or on the fronts of buildings.

Illuminated bulletins with electric-light reflectors.

Semi-electric-illuminated bulletins.

Spectacular electric displays produced by a series of electric globes by means of which motion is represented.

GROWTH AND CHANGE IN OUTDOOR ADVERTISING

54. Billboards.—Since outdoor advertising has grown from a volume of \$2,000,000 in 1900 to \$60,000,000 in 1925, it is natural that great changes have taken place.

In October of 1925 The Painted Outdoor Advertising Association merged with The Poster Advertising Association under the new name of The Outdoor Advertising Association of America. This undoubtedly has added greatly to the strength and position of outdoor work in advertising.

Because of this vast growth, public interest has needed careful consideration. Opposition to the placing of billboards where they obstruct the view has grown strong, and this has been heightened by the great number of new and scenic highways that have been constructed and the countless number of people who tour over these roads.

The newly combined organization has added to its Standard of Practice still higher ideals. A brief summary of the new points adopted is as follows:

STRUCTURES

1. No structures to be erected which will be considered a hazard to traffic.
2. No structures to be erected on purely residential streets.
3. No structures to be erected which mar or impair scenic beauty.

4. No structures to be erected within the limits of state or municipal highways.
5. Structures to be erected only upon land owned or leased by member companies.

PREPARATION OF COPY

1. No copy to offend moral sense of public.
2. No copy which infringes on or induces violation of the Constitution of the United States or any laws or ordinances thereof.

One of the ideals that is aimed at by the new organization is a uniformity of structures or boardings, not so much a matter of standardization as one of art; that is, it is hoped to create boards that are all of uniformly high type. The idea, too, is that within 5 years this uniformity will be accomplished and that the boards will be so placed as to meet with public approval.

55. Poster Design and Art.—Those having to do with poster design are devoting constantly more attention to the features in poster layout that help the advertiser to put his message across to the average reader in the shortest, most effective manner. It has been said that a poster must get its story seen and understood within 3 seconds, if it is to be really efficient. To do this it must have artistic merit and great attraction value; the picture and wording should tie up quickly and yet leave a lasting impression.

Artists of real ability are being called for by poster people and by advertisers who use outdoor advertising. It is true, however, that there must be a sort of compromise of art with commercialism, an understanding that a poster must have sales power as well as artistic merit.

Those who have observed the trend in poster work will surely appreciate that these aids to the advertiser are also becoming a source of education in art for those who see little of it elsewhere.

The very quality that gives a poster quick and favorable attention requires that principles of artistic composition be carefully worked out. The need to gain a reading requires

that the eye shall be directed from picture to message, and it needs skilful composition in matter of line direction to accomplish this.

While there will likely always be used balanced or symmetrical poster designs where certain solidity or dignity are called for in the message, there is an ever-growing adoption of the more artistic unbalanced layout. This not only is more pleasing, but enables a quicker, surer tie-up of picture and text because the eye can be led from one to the other without effort or break.

There are many methods of giving largeness to a picture or package and of connecting the elements that make up the design so as to get artistic effect and attraction value, and to link this with the sales message quickly and effectively. However, this text is not intended to give actual instruction on poster art and design.

From time to time the magazine called *The Poster* has articles on this subject and these are well illustrated. There is also to be had an excellent book called *Essentials of Poster Design*. This magazine and book may be obtained from the Outdoor Advertising Association of America, 307 South Green St., Chicago, Ill.

OUTDOOR ADVERTISING

Serial 1185-2

Edition 3

EXAMINATION QUESTIONS

Notice to Students.—*Study the Instruction Paper thoroughly before you attempt to answer these questions. Read each question carefully and be sure you understand it; then write the best answer you can. When your answers are completed, examine them closely and correct all the errors you can find; then mail your work to us.*

(1) If you were selling a product that required considerable explanation, would you use outdoor advertising? Why?

(2) Why is the repetition achieved in outdoor advertising of great value to the advertiser?

(3) (a) What is the standard size of a poster? (b) What are its measurements? (c) What is the size of the poster panel in which it is set?

(4) What, if any, are the advantages of painted displays over posters?

(5) What are the three general methods of using painted displays?

(6) Why should the outdoor medium appeal to all classes of people?

(7) What is the advantage of an illuminated painted display over a plain bulletin display?

(8) Why does a spectacular electric display in the largest cities have a national influence?

(9) Write copy and make a layout for a poster suitable for advertising a shoe, hat, suit or any article of general use. Specify the sizes on the layout.

NOTE.—Make layouts on a scale of 1 inch to a foot; that is, the height of a poster which is $8\frac{1}{2}$ feet, may be represented by $8\frac{1}{2}$ inches on the layout. If more convenient, it is permissible to use a different scale, but the scale must be indicated. Letter in all the copy. If possible, have the work done in the colors desired for the finished poster. If colored crayons, colored inks, dry colors, water colors, oil colors, or colored papers cannot be obtained, the work may be done in black and white, but the color scheme must be stated.

(10) Make a good layout and write new copy for the Clysmic poster shown in Fig. 9, taking into consideration the information given in Art. 29.

Mail your work on this lesson as soon as you have finished it and looked it over carefully. **DO NOT HOLD IT** until another lesson is ready.

LAW AN ADVERTISING MAN SHOULD KNOW

LAWS THAT APPLY IN VARIOUS CASES

IDEAS

1. When Protected.—The advertising man deals in ideas more than in any other commodity. It is well, therefore, to know at the outset that mere ideas (unless reduced to a tangible form, as an advertisement or a drawing, which in some cases can be protected by copyright) cannot be protected unless certain precautions are taken in submitting them. One should make quite certain, when possible, that his idea has not been in the mind of some other person before submitting it, and then submit it only under circumstances which show a willingness on that person's part to pay for it on acceptance.

2. An essential element of ownership is **dominion**, the right to use and control, and this dominion is lacking when the idea cannot be put into effect without the action of another person.

An illustrative case grew out of the submission to Thomas F. Ryan, the capitalist, of a plan for the consolidation of certain white-lead interests. His informant had procured options, and opened negotiations for the purchase of those interests which would require several million dollars, and agreed to contribute thereto, if necessary, as much as \$200,000, if Ryan would join him in the effort and contribute enough properly to promote the enterprise. Ryan expressed a willingness to help him, provided a consideration of the plan and an examination

of the option contracts by his attorneys and experts confirmed his judgment; which they did. Nevertheless, independently of the author of the idea, Ryan organized a company and through it secured control of the interests in question, with the result that he made immense profits in which the other person was given no share.

Being bound by nothing more substantial than an agreement to make an agreement, which is unenforceable, Ryan was freed of any liability by the courts.

In another case a solicitor confidentially disclosed to an executive head of a big company a system of soliciting life insurance devised by him; but could not recover.

3. Shortcoming of a "Gentlemen's Agreement."

A "gentlemen's agreement" is usually almost as valueless as no agreement, when it comes to protecting an idea, for, being verbal, it lacks tangible proof of its existence.

4. Modification of an Idea.—Where an idea is submitted voluntarily, and a modification of the idea is necessary before it can be put into full effect, a request from the person to whom the idea is submitted that the creator of the idea assist in making the modification creates an obligation on the part of the one making the request to pay for the idea as modified, and the service becomes an indivisible one, to be paid for as though a contract were made in the beginning for all the service involved.

5. Measure of Compensation When None is Specified.—Where no definite price is agreed upon, the measure of value is what the idea is reasonably worth. In case of litigation that amount is one for the determination of the jury.

UNPUBLISHED MANUSCRIPT

6. A Limitation on Publicity Work.—Publicity work must be limited to the right of others in unpublished copy—"unpublished manuscript," as it is called. This right carries with it the exclusive right of printing or of otherwise multiplying unpublished copy—the right to publish it first. It pro-

protects the artist, the writer, and the advertising agent from a misappropriation by the advertiser of plans and copy submitted to him or brought to his notice.

The right in unpublished manuscript exists independently of copyright, though the term copyright is sometimes erroneously applied to it.

7. No Regard for Trailers.—Notwithstanding there can be no monopoly in a mere idea, or in a mere plan or arrangement of copy, the law has no regard for trailers or imitators, and will not allow them to invade the right in unpublished manuscript by colorable alterations and variations to disguise the stolen work.

8. Circulation and Use of Manuscript May Be Limited.—The right in unpublished manuscript is absolute, and if an author chooses to show a work to others, he may prescribe reasonable limitations upon the extent of its circulation and use.

9. Declaration of Ownership.—Some advertisement writers, advertising agencies, and artists have a form which is stamped on advertisements and drawings, reading:

This "copy" submitted at the request of (the name of customer) is our (or my) property. It is being considered for use upon the understanding that it is not to be reproduced or displayed in any publicly accessible room or window until an agreement is completed with us (or me).

These notices frequently bear serial numbers, which are recorded in a book, and often bear a date as well as the name and address of the owner of the copy.

10. Showing Proofs of Cuts.—Proofs of syndicate cuts are sometimes shown on colored stock or on an uncolored stock so perforated as to make reproduction difficult, conditions which often increase regard for the plates or matrices to be sold

As a buyer of ideas, the advertising man should, of course, respect another's rights.

11. Testimonial Letters.—Testimonial letters must be used with the greatest care, for it is a misdemeanor in some

states to use another person's name for business purposes without his written consent. The author of a letter has a right to control its publication and recover damages where rights are not respected. A person cannot legally be forced to allow his letter to be used.

12. Photographer's Control Over Negatives.—The right of control over unpublished material enables a photographer to keep his negatives, and to refuse to make a print except on his own terms, short of a definite understanding.

13. Publication by Permission.—Should a letter or photograph be published by permission, then the writer or photographer, as the case may be, loses his control over it, unless it is protected by copyright.

14. Not Subject to Claim of Creditors.—Because of the author's right in unpublished manuscript, such manuscript cannot be seized and sold on execution. On this point it is held that "a man may write without any intention to publish. . . . There is no law which can compel an author (or artist) to publish. No one else can determine this essential matter of publication. His manuscripts, however valuable, cannot without his consent, be seized by his creditors as property."

15. Mere Failure to Publish Does Not Alter Right in Unpublished Manuscript.—Mere failure to publish, even for a long time, in no way alters the right in unpublished manuscript, even though during such time the manuscript remains in the hands of a third person. Southey, for instance, did not lose his right in an unpublished manuscript by letting it remain 23 years in the possession of a bookseller. So, too, the personal representative of Lord Clarendon, the historian, had a right, nearly 100 years after Lord Clarendon's death, to prevent the representative of a person to whom Lord Clarendon had loaned unpublished manuscripts from publishing them.

16. Division of Rights.—Elbert Hubbard used to say that to be used efficiently a book should be adapted to a lecture,

then to an article, and then to an advertisement. Rights in unpublished manuscript are divisible as to each of these, and the right of publication in any one can be sold, and rights reserved in any or all of the rest.

17. Assignments May Be Oral or Written, Absolute or Conditional.—The right in unpublished manuscript, like any other personal property, is assignable. An assignment may be oral or in writing, absolute or conditional. Thus, there may be an assignment of a writing or illustration without an assignment of the right to publish, but such an intention must be clearly expressed.

18. Employer's Rights in Manuscript of Employee. An employer may acquire title to all the rights which exist in the intellectual efforts of an employee, provided they were contemplated by the contract of employment.

19. Forfeiture of Rights by Publication Without Copyright.—By publishing copies thereof, the author or proprietor of a booklet or other intellectual production, not copyrighted, dedicates such matter to the public, and any person may thereafter use it for his own benefit. In seeking to determine whether one has thus lost his right in unpublished manuscript, it is important to consider what constitutes a publication.

20. What Constitutes Publication.—Printing alone does not amount to a publication, for the reason that a book may be withheld from the public long after it has been printed. To permit a copy of a manuscript to be made, or to give another a copy thereof, does not in itself constitute a publication, and no one can multiply such copies, nor make any other use of the work, without the consent of the author or proprietor.

The reading or display of an unpublished manuscript before a limited audience is not a publication. Thus, where at a meeting of a dental association an original essay was read, and afterwards handed with other essays to a representative of a magazine of dental literature, but was not published, and a

third person procured a copy from one unconnected with the magazine and used extracts as an advertisement without authority of the society which had acquired the right in the manuscript, it was held that the manuscript was the exclusive property of the society and was entitled to be protected from its use in this manner.

21. Manuscript Free From Taxation.—Unpublished manuscript is not subject to taxation; for property, to be subject to taxation, must have a cash value, a value inherent in the property itself. As was said by the court in a case which arose out of an attempt to force the payment of taxes, "All civilized governments respect private manuscripts and treat them as not partaking of the nature of property open to ordinary sale and disposal. The possession of them gives no right in the possessor to use them, or to publish them, unless by the acquiescence of the originator. While it often has happened that trade secrets and other information which has been noted down in writing may furnish means of acquiring profit, it was never imagined or held that the writings themselves were subject to seizure and sale without consent. Any attempt to make value out of such a sale would be really a sale of knowledge and not a sale of property."

PRIVACY

22. Upheld by Law.—In some states, it is a misdemeanor to use any person's name, portrait, or picture for advertising, or for other commercial purposes, without his written consent, and in addition damages may be recovered. Even in the absence of a special law, this right to privacy, the right to be left alone, has been upheld by the courts in several other states.

"Flour of the Family" Case.—What may doubtless be called one of the most sensational trials of recent years arose out of the invasion of this right by the publication of a poster called the "Flour of the Family," without the consent of the guardian of the young woman (for she was a minor) whose portrait formed the chief attraction.

It seems that this poster was conspicuously displayed in stores, warehouses, and saloons in the vicinity of the young woman's home and throughout various parts of the United States, as an advertisement of the flour of the Franklin Mills. The poster was recognized by many friends of the young woman, with the result that her good name was attacked, thereby causing her mortification and illness.

In that case it was said that "if it is to be permitted that the portraiture may be put to commercial or other uses for gain by the publication of prints therefrom, then an act of invasion of the individual's privacy results, possibly more formidable and painful in its consequence, than an actual bodily assault might be. Security of person is as necessary as the security of property; and for that complete personal security which will result in the peaceful and wholesome enjoyment of one's privileges as a member of society, there should be afforded protection, not only against the scandalous portraiture and display of one's features and person, but against the display and use thereof for another's commercial purposes."

23. Decisions of Patent Office.—The Patent Office has upheld the right of privacy by denying applications to use the names of President Roosevelt, Admiral Dewey, and King Edward VII, in connection with trade-marks, in one case stating: "The use of a public man's name for commercial purposes amounts to publicly using his name for private purposes of gain. If his name has any commercial value, it is a property right similar in character to the good-will which attaches to an established business, and no one else has the right to usurp it without his consent. If that value arises from the fact that he is engaged in selling goods of a certain character to the public, there are many decisions of the courts to the effect that he will be protected against the use of his name by others for that purpose, and it would seem that, in so far as his right to protection is concerned, it is not of consequence by what means the commercial value became attached to his name."

24. Photographer's Rights Limited.—Notwithstanding that a photographer has a right in unpublished manuscript which enables him to control the use of his negative, the right of privacy of the individual who is the subject of the negative forbids the display by the photographer, or any one else into whose hands such possession passes, of either the negative or a print made from it, unless permission is granted.

25. Photographs of Actresses and Fashion-House Subjects.—The right of privacy is not invaded when a photographer sells to fashion houses, and others, photographs of persons who have expressly or impliedly granted permission so to do. Thus, where an actress sat for a picture with the understanding that she was to have, without charge, as many copies as she pleased, she brought herself within a custom which warrants the assumption by the photographer of a right to offer copies of such picture for sale, so long as the picture is not obscene, nor in any other way contravenes rules directed toward the upholding of public morals.

26. Care in Employing Models.—Great care should be taken in employing artist models, and all payments for service should be evidenced by substantially the following form:

Received of (name of the concern) through (the individual acting) \$_____, for service of (name of model) as a model for advertising purposes, and for permission to publish any and all pictures secured through such service, and to copyright or otherwise protect such matter. I am of age and sign voluntarily.

Besides the signature of the model, the form should bear a date. When a parent or guardian gives consent, that fact should be incorporated in the signed and dated statement, which should take the place of the statement, "I am of age and sign voluntarily," and read, "I am the parent (or guardian, as the case may be) of this model, and voluntarily grant this permission."

COPYRIGHT

27. Of Two Kinds.—Copyright is of two kinds: that which is secured from the Library of Congress and that which is secured from the Patent Office. The first of these covers books, works of fine art, musical compositions, and the like, while the second covers artistic labels and printed matter of the less commercial sort connected with advertising.

28. The Term "Book."—The term **book** as here used means a book in the literary sense, not the material sense. A single sheet of paper, if it contains a literary composition, is such a book, while a more or less elaborate production which is partly unfinished, or with space to be filled in, such as a ledger, memorandum book, diary, or score book, copies of which are left open to variation, is not. In refusing copyright in an index letter file, the court said that it "does not have the purpose or function of conveying information. Until the purchaser of a set of these 'indexes' commences to use the same by putting written documents between the leaves, such indexes signify nothing . . . they are not a medium of information or intelligence . . . within the meaning of the copyright laws."

Where blank forms are accompanied by an original detailed statement regarding their use, such statement is copyrightable, though the form is not.

29. What "Chart" Includes.—The term **chart**, as used in the copyright law, indicates a form of map, and not simply a tabulated or methodical arrangement of information. Accordingly, advertising cards devised for the purpose of showing paints of various colors, consisting of a sheet of paper to which are attached square pieces of paper of various colors, referred to in the text, were held to be neither a chart, engraving, nor a book, and could not be subject to copyright.

30. Prints of Balloons Not Copyrightable.—Prints or patterns of balloons and hanging baskets, with printing on them for embroidery and with lines showing how the paper

may be cut and joined to make the different parts fit together, were denied copyright protection for the same reason as just mentioned.

31. Caution.—When seeking to avoid a copyright owned by some one else, or when seeking protection for oneself, it is well not to trust oneself too far, as there are many fine distinctions both in the Copyright Act and in the decisions of the courts, and frequently missteps cannot be retraced. In every case of doubt a specialist in copyright should be consulted, although it may be as well for the advertising man to have in his files two booklets, one on the Copyright Law and one on Prints and Labels, which can be secured from the Public Printer at Washington for 5 cents each, and also to know some of the points courts have passed upon.

32. Government Publications.—The advertising man is free to use most of the data in Government publications, as they are not subject to copyright protection. There is, however, a reservation of certain material from use as a matter of prudence in protecting the public interest. Of such character would be matter useful to the enemy in case of war.

33. Literary or Artistic Merit Required.—Productions (other than those of the Government) are copyrightable in the Library of Congress only as they have intrinsic literary or artistic merit, and must be useful otherwise than in advertising. The rule is not narrow. Circus posters of acrobats, whitened to represent statues, have been protected, and a painting of Gambrinus was protected, even though afterwards made to bear advertising. On the other hand, the pickle used to symbolize Heinz's 57 Varieties, and containing insets for advertising different articles, was denied registration in the Library of Congress because it too evidently served no other purpose than an advertisement.

34. Labels and Prints.—When literary or artistic matter plainly suggests its advertising character, it is advisable to copyright it through the Patent Office as a label or print, whichever is shown by the law and publications of the office to

be appropriate. However, prints or labels that merely contain the trade-mark or name of an article, a description of the contents of a package, or directions for use and the like, cannot be copyrighted.

35. Scope of Protection.—A copyright in a booklet or folder protects all of its contents which are copyrightable by themselves, including illustrations, and not merely the letter-press, or text. When some parts of a booklet or folder are not proper subjects of copyright, they will not affect the validity of copyright in the rest. Even an advertisement published in an uncopyrighted newspaper may be copyrighted if it has literary or artistic merit.

36. Titles.—While copyright protects the contents of a booklet, folder, or form of advertisement, it will not protect a title standing by itself. Titles can be registered as trade-marks. When a title is given in an application for copyright protection in the contents of a booklet, folder, or other form of advertisement, this title should be used with the material as published; otherwise the identity of the copyright might be lost.

37. Notices of Copyright.—Prints and labels registered in the Patent Office, like matter registered in the Library of Congress, should be marked with the word "Copyright," the year, date, and the name of the claimant to protection. It is advisable not to use other terms for the notice of copyright than that given in the copyright law. "Copyrighted," instead of "copyright," and other terms and expressions such as "registered," "rights reserved," "copyright applied for," "copyright secured," and "all rights secured" are not proper, notwithstanding they have been used by well-known advertisers. In the case of a booklet or folder, a notice of copyright should be on the main title page or the page immediately following it.

A notice of copyright must appear on every published copy of the booklet or folder.

38. All Rights Reserved.—The term "all rights reserved," which frequently appears in connection with copyright notices, while it no doubt creates in the mind of the

average person somewhat the same effect as a warning, really refers to the right of translation and dramatization.

39. Reprints by Permission.—When permission is given to use copyrighted material, an advertising man should have printed on every reprint a notice of copyright in the form used by the owner of the copyright. Also it is well to add, "Reprinted by permission."

40. Employer's Rights.—Whether an employer would be entitled to copyright material produced by an employe, depends on circumstances. Where there is no definite agreement, the work must be done within the scope of the employment; otherwise the employer is not entitled to protect it. When the employer rightfully copyrights material created by an employe, the employe has no more right than a stranger to copy or reproduce it, nor can he dispose of any rights that have passed to the employer.

41. Infringement.—The scope of the rights granted by copyright are best illustrated by the facts and conclusions in suits for infringement. It is held, for instance, that the mere fact of similarity between two productions does not make one an infringement of the other. Nor is that an infringement when a person acquainted with a copyrighted work, by his own independent labor, produces something similar. However, ignorance of the fact that copyright has been secured in pirated matter is no justification of infringement, nor does the good intention of an infringer justify copying. Fraud is not essential.

A test of piracy is whether or not one has used the ideas of another, as expressed in plan, arrangement, text, and illustration, as the basis or model of a later work, instead of going to common or original sources of information. It is not necessary that an infringement be a substitute for the original work when the details copied are such as are likely to interfere with the distribution of the original production. That is, where so much is taken from the original as to lessen its value, infringement exists.

It is not only the quantity, but also the value, of material which is to be considered. A person might, by a comparatively small infringement, extract all the vital elements of an original work.

In the case of a picture, infringement is not excused because important details are changed from left to right, or vice versa, or because the later work is done in a different medium than the original. A line drawing may be an infringement of a painting. Nor is infringement excused because the later work is an improvement on the original. Also, the fact that an infringer credits the source from which the matter was drawn, as by stating, "with apologies to ———," or "after ———," or any similar acknowledgment, does not excuse the infringement.

No infringement can be justified by the failure of the owner of a copyright to object on learning of the infringement.

42. How to Justify Copying.—The only way to secure a valid permission to reproduce copyrighted matter is by written agreement.

43. Redress for Infringement.—Very substantial redress for injuries is guaranteed by the copyright law, which should be consulted.

So great is the law's encouragement to original, creative work of the sort that we have been considering that, even where copyright has not been secured for a production, or cannot be secured for a production, the rights of the original owner of the material, or his successor in interest, will be protected from unfair competition.

44. Publisher's Protection Against Unfair Trade.
E. P. Dutton & Company published a series of books, each of which contained a poem or hymn, with illuminated initials and type adapted from ancient missals and with pictures in colors, some of which were copies of old masterpieces. After this series of books was found to sell well, a competitor produced an identical series, except that he resorted to a cheaper process that sacrificed some of the artistic character found in the original work. In consequence he was enjoined, the court

remarking that the obvious purpose of publishing such copies was to trade upon the reputation which the Duttons had established for their series, and the fact that this competitor was able to sell his books at a lower price, instead of being a justification, was the very reason why a court should interfere, for no competitor should be allowed to take advantage of the expense and labor of the Dutton Company in producing and building up a reputation for its series of books.

45. No Monopoly in Idea.—Notwithstanding the breadth of protection by copyright and by the principles of fair trading, the owner of an original production, such as we have been considering, does not secure a monopoly of the idea which it expresses. Indeed, the same idea can be adapted for widely differing advertising needs. For example, the “before-and-after” idea could be used by a railroad by showing persons in northern cities suffering from a blizzard at the very moment when their neighbors, having visited a Florida beach, were rollicking in the surf; the connection between the two scenes to be suggested by a coupon railroad ticket, beginning with the name of a northern city and ending with the name of a southern resort. Again, the “before-and-after” idea could be used by a medicine company, showing a person in distress from rheumatism and afterwards in robust health, and in between these pictures another featuring a bottle of medicine.

46. Copyright Abroad.—Copies of the copyright laws of certain foreign countries can be secured by writing to the Registrar of Copyrights, Library of Congress, Washington, but it is advisable to consult a specialist in copyright in any attempt to secure copyright protection abroad.

PATENTS

47. Advertising Devices.—Where an advertising device consists of an original distinctive form, or has an original artistic decoration, it should be considered for protection under a design patent. A mechanical patent should be resorted to to protect a feature such as a hotel register so constructed as

to hold advertisements inserted at the top and bottom and on the margin of each page, or any other new and useful mechanism.

48. New and Useful.—Every invention must be both new and useful to be entitled to protection by patent. The term **useful** covers any degree of utility, however slight, which is not frivolous, and which does not tend to injure the public health or morals.

By **new** is meant that the invention did not exist before, and that it differs from all other things in its structure, movement, or effect, because of the introduction of some new mechanical combination or principle, a substantial difference in principle and application, or a new mode of operation produced, and that it has been in public use less than 2 years. Where a machine was used for 2 years in a factory where the workmen were not pledged to secrecy, even though visitors were excluded, it was held that a patent could not be granted.

49. Meaning of "Art," "Process," "Method."—The term **art**, as used in the Patent Act, is synonymous with *process* or *method*. This is made clear by the following from one of the opinions in the telephone patent cases: "It had long been believed that if the vibrations of air caused by the voice in speaking could be reproduced at a distance by means of electricity, the speech itself would be reproduced and understood. How to do it was the question. Bell discovered that it could be done by gradually changing the intensity of an electric current so as to make it correspond to the changes in the density of the air caused by the sound of the voice. This was his art."

50. Process Not Patentable by That Name—Included in "Useful Art."—A *process* is not by that name patentable. It is included in the term *useful art*. An art may require one or more processes or machines in order to produce a certain result or manufacture. Where the result is produced by chemical action, or by the operation or application of some element or power of nature, or of one substance to another,

such modes or methods are called *processes*. It is when the term *process* is used to represent the means or method of producing a result that it is patentable; and it will include all methods or means which are not affected by mechanism or mechanical combinations; but where the term *process* represents the function of a machine or the effect produced by it on the material subjected to the action of the machine, it is not patentable, since a man cannot have a patent for the function or abstract effect of a machine, but only for the machine which produces it.

51. Design Patent.—The term *design patent* covers an original design, whether it be a work of art, statue, bas-relief, design for prints or fabrics, or any original design, shape, or ornament, in any article of manufacture. Unlike other subjects of patent protection, such design must be artistic. Mere novelty or utility is not enough.

52. Caution.—Before expending any appreciable sum on an invention, one should consult a reliable patent attorney, as he can assist in saving much time and effort. One should have no fears about fully disclosing to counsel the nature of his invention for, before the Patent Office will grant any protection for an invention, the nature of that invention must be wholly made known, the very meaning of the word “patent” being “open,” “disclosed.”

53. Marking.—An article manufactured and sold under a patent must be marked with the word “patented,” together with the date of issue, or the serial number of the patent. If this requirement is not complied with, damages for infringement cannot be recovered.

Where patent papers have actually been filed, and during their consideration by the Patent Office, an article may be marked “patent applied for.” The use of either “patent” or “patent applied for” by persons not entitled to so mark their goods, is a misdemeanor. After the expiration of a patent, the term “patented” cannot be used, even though the article has

been widely exploited in such a way as to make the term "patented" or "patent" a part of the name.

54. Important Consideration.—Quite the most important thing to consider before obtaining a patent is the marketing opportunity, the chance that one has to make money or gain some decided commercial advantage from using or selling one's patentable property, or one's patent rights. Many a clever invention has been lost because this requirement was ignored and one should be very wary of the advertisements of those who offer to market inventions upon condition that they are given the work of securing a patent. The two kinds of work do not necessarily go hand in hand, one being the work of a patent lawyer and the other of a business promoter or manufacturer.

55. Rights Assignable.—Rights to an invention may be assigned before securing a patent or may form the basis of an agreement for the promotion of an enterprise. Whether an employer is entitled to obtain a patent in the invention of an advertising man depends upon the agreement under which the relation exists or upon the custom in the trade.

TRADE SECRETS

56. Protection to Price Code.—Another kind of protection to the work of an advertising man is obtainable under the law relating to trade secrets, as was pointed out in a suit brought by a big advertiser to enjoin the disclosure of a secret code contained in copies of its catalog for use by traveling salesmen. The code was made up of letters, figures, and characters, and showed the cost and selling price of a wide variety of goods. This code was not inserted in catalogs reaching the trade or customers. Nevertheless, through a breach of confidence, a traveling salesman put one of the catalogs in the hands of a competitor. Upon the advertiser's demanding the return of the code, the competitor threatened to make it known to the trade and among customers. The court restrained him.

LIBEL AND SLANDER

57. Distinction Between Libel and Slander.

Another limitation upon, or guaranty of, an advertiser's freedom, however one views it, is the right of competitors and the general public to freedom from unwarranted attacks upon the character of a product or the reputation of an individual or business. Such defamations are known as libel or slander, according as they are written or printed or spoken. Because it is in tangible form, a libel is more severely punished than a slander.

58. Libel Per Se.—Libel more certainly involves malice, which is either actual or presumed, and often will be punished without proof of actual damages. In such cases it is spoken of as *libel per se*.

It is libelous *per se* to publish the statement that a certain person has left a concern's employ without notice, and that such person has taken business away. It is not libelous *per se*, however, to publish the mere statement that a certain person is no longer connected with the business. Of course, such a statement may be made under circumstances that would cause special injury. Where an advertisement of a patent medicine went on to say that a woman of over 70 years was bitten by a cat and was so affected by the poison that she had a tendency to imitate the actions of a cat; that she would get down on the floor and crawl around to catch rats; that then she would purr, mew, and do a great many things suggestive of a cat; and that she subsequently obtained a new lease of life from the medicine exploited, it was held that the advertisement was libelous *per se*, and damages could be recovered without proof of special injury to her reputation.

59. Credit Reports and Statements Regarding Business.—Business men are subjects of special protection by law, and any false report as to one's solvency, credit, or standing is libelous *per se*, even though the report originated with a mercantile agency or a collection bureau.

In a libel regarding the business methods of the libelant's brother, was the statement that "an unscrupulous grocer of the same name, in the immediate vicinity or neighborhood, advertises 'Davey teas and coffees with a view to deceive the public, and may sell an inferior article.'" Similarly reprehensible is a written or printed reference to one as "a man of straw," a "demagogue," "a disreputable person," or the insertion of an advertisement under a heading which, with the matter in the advertisement, would tend to expose to contempt or ridicule the person affected thereby and ignorant of the fact that it was to be done.

It is not libelous *per se* to notify the public in writing or printing that certain persons are the only dealers in a certain commodity, nor to warn the public that a certain person has no connection with a particular concern. Of course, damages may be recovered if it is shown that such a publication was malicious.

60. Charging Another With Infringement, Etc.

It is likewise libelous *per se* to charge a manufacturer with infringement of a patent or copyright, with counterfeiting or imitating another's products, trade-marks, or packages.

61. Comments on Another's Goods or Business Methods.—Great care must be exercised in referring to another's goods. Thus, the publication of a letter charging that the half-tones of an engraving house were unfitted for practical use, was held to be libelous *per se*.

Much more care must be taken in referring to another's methods of doing business. An advertisement beginning "Hints to Advertisers. This is from the fake implement trade journal, published at St. Louis," was held to be libelous *per se*.

62. How Words Are Construed.—In determining what is, and what is not, libel or slander, words are to be construed in the most obvious and natural sense. If expressions are ambiguous or involved, figurative or ironical, they are to be taken in the sense which may be fairly gathered from the context and from all the circumstances under which they

were used. Words which are harmless in themselves may be libelous when the facts are known.

63. Use of "Alleged."—A libel will not be excused because it contains "alleged" or other qualifying terms.

64. Punctuation.—Punctuation may be the material feature in a libel. For instance, a mere dash was held to have given to one "a personification, intensified, of all the meanness which the previous language expressed," that language being, "the respected gentlemen of the board of health wanted something done in the line of spying and sneaking, meaner and dirtier than they had the face to ask the police department to do—and so they went to Colonel Byrne."

65. Other Considerations.—The title or heading of an article likewise may govern its character. Also, the location of an advertisement, as in a certain column or section of a newspaper, may be material in determining whether matter is libelous. Also, libel or slander is never excused merely because it does not refer directly to a particular person. It may be shown that even in a general reference to a class of persons, a certain individual was intended. So also the use of initials, or a misspelled, fictitious, or assumed name will not excuse a defamation.

66. Justification.—In justification of a defamation, it may be shown that it is true or that it was authorized by the one aggrieved. In some states, particularly in criminal actions, it is necessary to show not only that the defamation was true, but that it was published for good motives and for justifiable ends. This rule springs from the maxim that "the greater the truth, the greater the libel."

A defamation always has a twofold effect: the disturbance of the public peace, and the stirring of the feelings of the one against whom it is directed. It is no defense of a defamation that the words did not convey the meaning intended or that they were used merely in jest. Nor will drunkenness excuse a defamation.

67. Damages Recoverable.—The amount that may be recovered as damages is unlimited, being left entirely to the discretion of a jury.

68. Who Liable.—The liability for damages from a defamation attaches to all who are connected with its publication, unless it is shown that they acted innocently.

69. No Recourse.—The publisher of a libel has no recourse against the author for indemnity, even though he may have entered into an agreement to that effect. Consequently, if the advertising manager of a newspaper allows an advertiser to persuade him that certain copy is not libelous, and that his publication will be defended from any suit which may result, the paper publishes the copy at its own risk, for the agreement with the advertiser cannot be enforced.

FRAUD

70. Statutory Regulations.—Akin to libel and slander is fraudulent advertising, regarding which there are statutes in nearly all the states. There are also federal statutes regarding the fraudulent use of the mails. The federal government also specifically prohibits, under penalty, the publication of paid reading notices in newspapers and periodicals, unless so plainly marked as advertisements that they can be recognized as such by the casual reader.

71. Responsibility.—The civil responsibility for false representation may be said broadly to rest upon every person who participates in it, whether their participation involves the actual making of the misrepresentation or a silent approval, when it is within the person's power to prevent the misrepresentation. Thus, an advertisement writer or artist, together with a printer and publisher, may make himself liable for damages in serving an advertiser, even though he neither derives nor expects to derive any benefits from a false representation. A partner and an employer are responsible for false representations made within the scope of the partnership or

the employment, whichever it may be, even though he may be ignorant of a false representation having been made by his partner or by his employe.

72. Customer May Rescind or Sue for Damages.

A contract grounded in fraud can be rescinded, or form the basis for recovery of damages, in which case a customer can show that the false statement was made to the customer, to an agent who was expected to and did communicate such information to the customer, or that the statement was made to the public generally, or to a class of which the customer formed a part. Such statements have been made on labels, in prospectuses, and through substantially every form of advertisement.

73. Representation Need Not Be the Sole Inducement.—It is not necessary that a representation be the sole, or even the chief, inducement which brought about a sale. It is sufficient if it is material.

The materiality of a representation depends upon the circumstances of a particular transaction, and upon whether the representation concerned facts directly connected with the article or service exploited, and having the pulling power, or forming the inducement of the advertisement, without which an order would not have been given. An instance was the representation that a set of books, "The Messages of the Presidents," was being published and sold by a committee of Congress, who had designated the person to whom a letter was addressed as one of the limited number to whom the work would be offered in a certain community, when, in fact, the books were being published and sold broadcast by a private individual, not the editor appointed by Congress, nor one in any way connected with that body or authorized to act for it. Another instance was where an advertisement stated that a complete series of books would be delivered before a specified date, and none of the books were then in course of actual preparation, and the advertiser had every reason to believe that they could not be completed before such date. Another instance was where an advertisement contained a cut which a

reader of the surrounding text might naturally infer to be that of a person connected with the advertiser. Especially was this within the rule when the cut led a customer to believe in the ability of the advertiser, but, in fact, the cut was that of a person who had never lived. Such false representations are familiar to advertising men who have examined closely into the publicity of certain medical concerns.

74. Use of Insignia, Etc., of G. A. R., Loyal Legion, Masons, Red Cross Society, Etc., Limited.—Statutes in the various states provide that no one not a member of the Grand Army of the Republic shall wear the uniform or insignia of that body in soliciting aid. And, of course, it would be a fraudulent representation to make a cut of a person which would convey the impression that he is one of the G. A. R., when, in fact, he is not. This rule would apply to like misuse of the uniform and insignia of the Loyal Legion, the Masons, and other fraternal and military orders. The trade-mark of the Red Cross Society is also denied to all except those authorized to use it.

75. Advertising of Fire, Bankrupt, and Similar Sales, Also the Obtaining of Money Under False Pretenses, Forbidden.—By statute also many of the states have forbidden the fraudulent advertisement of fire, bankrupt, and similar sales, and all have forbidden the obtaining of money or goods under false pretenses, through the use of tokens, devices, and the like, the punishment of these offenses being by fine or imprisonment, or by both fine and imprisonment.

76. Use of "Company," "Corporation," "Works," Etc., by an Individual or Unincorporated Association, Prohibited.—To prevent an individual or an unincorporated association from assuming a corporate name and obtaining larger credit, statutes exist in several states providing a penalty for such false representations. It is not necessary that the word "company" or "corporation" be used to violate the law, for so comprehensive is it as to include "works" in such a name as "Ætna Iron Works."

Not only is a violation of such statutes subject to a penalty, but it bars the violator's adjustment of claims and other rights in court.

77. Deception of the Public.—One cannot be too careful to avoid the slightest deception of the public. One of the temptations which confronts the advertisement writer is to become too optimistic when preparing a prospectus. Not infrequently prospectuses contain false representations as to the power conferred by a charter, or the liability attaching to a subscription for stock, and when they contain misstatements or a concealment of facts, or ignore the relation of trust or confidence between the advertiser and the person acting upon his representations, they are apt to get one into serious trouble.

78. Relation of Trust.—A relation of trust or confidence exists when an advertiser has reason to believe that a customer relies on his information and judgment, and there is no dealing at arm's length.

79. Disclosure of Defects.—An advertiser is ordinarily under no obligation to point out apparent defects in personal property offered for sale, when the customer has an opportunity to inspect it; nor to give intrinsic facts affecting the value of the property which are equally accessible to the buyer, but he must disclose hidden defects in the property and his want or imperfection of title. Moreover, his disclosure must be complete, for while a partial disclosure may be true so far as it goes, what seems a trifling omission can make all the rest false. If an advertiser knows of just enough facts to suggest that he investigate further, he is chargeable with full knowledge of the truth or falsity of his advertisement.

80. Laws and Ordinances an Advertising Man Should Have.—State laws and the ordinances of cities deal with fraudulent representations concerning weights and measures, ingredients, fineness, and other standards of goods, and should be familiar to every advertising man. Through dis-

regard of this caution several copy men, free from any dishonest motive of their own, have been severely punished. Copies of a State law can be obtained from the Secretary of State, and a city's ordinance from the City Clerk.

FORGERY

81. What Forgery Is.—When false representations involve the making or alteration of a signature or other writing with the intention of deceiving another, and thus secure something of value from or through him, it is called forgery.

82. How Committed.—A forgery need not be a faithful copy. In fact, it may be ever so bungling, so long as it deceives. Forgery may, indeed, involve quite another element, the use of the genuine, such as a signature, for the purpose of making the instrument to which it is affixed appear to be one executed by another person of the same name. One may even commit the crime of forgery by using one's own name in that manner and for that purpose, or may be guilty also through using a fictitious name as the signature beneath the cut of a person who never lived.

83. Extent of Responsibility.—A person not guilty of forgery itself may subject himself to punishment by publishing a forgery—an important point for the publisher, the advertising manager of a newspaper, or a printer to watch.

COUNTERFEITING

84. Akin to Forgery.—Akin to forgery is counterfeiting. It is a crime to reproduce a likeness of coins, postage stamps, bank notes, bonds, and other forms of obligation of this country and of foreign countries.

85. All Participating Are Responsible.—The responsibility for counterfeiting extends to all who in any particular participate in it.

Secret service officers spare no one. Not long ago the United Cigar Stores Company at Scranton, Pennsylvania, was surprised by the seizure of two thousand postal cards bearing embossed representations of United States currency, with the words "To encourage early Christmas shopping there will be a double certificate day," naming it. In any case which suggests a violation of the counterfeiting law, secret service officers are likely to destroy designs and plates, interfere with one's publicity plans, and to make embarrassing investigations.

USE OF THE FLAG

86. Use in Advertising Discouraged.—The use of the flag in advertising is regulated in most of the states by statutes, which should be consulted. It is unlawful to use as a trade-mark either the flag or the coat of arms or other insignia of the United States, or of any state or municipality or foreign nation. In upholding a state law which prohibits the use of the flag in advertising, the United States Supreme Court remarked that, "A State will be wanting in care for the well-being of its people if it ignores the fact that they regard the flag as a symbol of their country's power and prestige, and will be impatient if any open disrespect is shown toward it."

LOTTERIES

87. In Violation of Postal Laws.—Lotteries and similar enterprises offering prizes, dependent upon lot or chance, including "guessing" or "estimating" contests, as well as drawings and raffles of every kind, whether for private gain or in aid of charitable, educational, or religious objects, so long as the consideration is money or its equivalent, are in violation of the postal laws. Endless-chain enterprises, designed for the sale or disposition of merchandise or other things of value, through the circulation or distribution of "coupons," "tickets," "certificates," "introductions," or the like, are held to embrace the element of a lottery and to be fraudulent.

88. Lotteries Under State Laws.—Under the laws of the states, to constitute a gift, prize, premium, or other reward a lottery, there must be a payment or surrender of money or its equivalent by the competitors therefor. As was said in a recent case: "It may be safely asserted as a result of the adjudged cases that the species of lottery the carrying on of which is intended to be prohibited as criminal by the various laws of this country, embraces only schemes in which a valuable consideration of some kind is paid directly or indirectly for the chance to draw a prize."

89. Instances.—The distribution of prizes by lot to the holders of tickets given to subscribers to a newspaper has been held to be a lottery scheme; likewise the selling of candy in boxes, each box containing a prize, and the selection of the boxes being left to purchasers. An advertisement that on a certain day a dealer would give purchasers of his goods guessing nearest the number of beans in a glass globe in his window a gold watch was held to be criminal. This rule is not of universal application, for it has been held that a statute prohibiting the sale or disposal of any article of food on the inducement that anything else will be delivered to the purchasers as a gift, prize, premium, or reward was unconstitutional.

90. Wide Discretion of Postmaster-General.—It is quite inexpedient to illustrate the various limitations upon contests shown by cases which have been before the courts and the Post-Office Department. Particularly is this so because of the wide discretion reposed in the Postmaster-General, which, in most instances, is not open to review by the courts, except upon a showing that he acted maliciously, fraudulently, or in excess of the authority delegated to him by Congress. To illustrate: Not long ago a class journal advertised through certain metropolitan dailies that it would give a specified sum as prizes to the persons who would pick the winning horses in a forthcoming race. To entitle a person to enter this competition, he had to send a subscription to the class journal. Upon the matter being referred to the Post-Office Department it was

decided that there was no violation of the law concerning lotteries, because in picking a winner a certain amount of skill was necessary, based upon a familiarity with the pedigree and the training of the several horses in the race, enough skill largely to offset the element of chance, which, it will be remembered, is one of the two essentials in the offense of gaming. In another case, upon similar facts, the ruling might be different; and, consequently, postmasters and other subordinate officials of the department are not allowed to advance opinions regarding the legality or mailability of certain matter, but must defer to their executive head.

FOOD AND DRUGS

91. National Food and Drug Laws.—Another offense an advertising manager should avoid is the advertising of any substance intended for food, which is poisonous or otherwise injurious to health. By a federal law the manufacture, sale, and transportation of adulterated, poisonous, deleterious or misbranded food, drugs, and liquors are prohibited.

By an amendment to the federal law, a drug is now considered to be misbranded "if its package or label shall bear or contain any statement, design, or device regarding the curative or therapeutic effect of such article or any of the ingredients or substances contained therein, which is false or fraudulent."

92. State Laws.—Most of the states have statutes similar to the federal law, though not at all uniform, and they therefore make a compliance with their several provisions difficult for a concern with a business extending over the entire country. It is here that a lawyer's services are desirable, if not necessary, particularly a specialist in writing the matter for labels.

Among the offenses which it is most desired to stamp out is the advertising of certain drugs designed exclusively for women.

OBSCENITY

93. Severely Punished.—To make and advertise any obscene booklet or other form of advertising is a public offense. So severe is the law that a publisher was fined for circulating pictures of women in union suits. Indeed, the courts have gone so far in stamping out obscenity in advertising as to uphold a state law which provides that a board of registration may revoke the license of a doctor who inserts an advertisement regarding certain diseases. So far as obscenity is concerned, it is just as offensive to send matter by express as by mail.

Public opinion as to what is obscene in the display of the human form has been undergoing a change, so that advertisements containing pictures of models displaying underwear, etc., are now circulated without objection. In case of complaint regarding such, much would depend on the view taken by the courts regarding the purpose and effect of the illustrations.

MAIL

94. Postal Laws and Regulations.—What matter is mailable and what is not is set forth in a book called "Postal Laws and Regulations" and in the supplementary matter found in the "Official Guide," which every advertising man should have in his files.

These two publications outline all the postal offenses and go into every detail regarding the use of the mails, such as how to pack matter, permissible enclosures, rates, etc., besides suggestions which will help an advertiser to avoid giving offense to foreigners, as so many persons ignorant of these details have done.

Of special interest to advertisers are those sections of the Postal Laws and Regulations referring to the use of the mails to advertise or promote lottery schemes, gift enterprises, or any fraudulent business.

BILL-BOARDS, DODGERS, ETC.

95. Because of a tendency to diminish an appreciation of natural beauty, and injuriously to affect the public morals and health, advertising by matter printed on or affixed to rocks or other natural objects, fences, buildings, and other structures is prohibited by statutes in several states, unless the advertiser secure authority from the owner, or from certain public officials if the matter is to be placed along a highway or in any other public place.

96. Highway Regulations.—An advertising man who is using fences, barns, bill-boards, bulletins, dodgers, sky signs, and the like, should carefully study the state laws and ordinances in the territory he is about to enter.

97. Regulation of Window Washing, Etc.—Advertising men should also be familiar with local regulations regarding washing of display windows and the piling of shipping cases in front of a store.

CONTRACTS

98. A Subject Frequently Encountered.—One of the subjects that an advertising man will very frequently encounter underlies his own employment, and has to do with his buying of space, preparation of copy, transactions with an advertising agent, and the sales which flow from his work. It is the subject of contracts.

99. What a Contract Is.—A contract is not necessarily a written instrument, but is any agreement between two or more persons, not under legal disability, to do or not to do a particular act for a consideration. It may be expressed by words or implied by conduct, as where one continues, without objection, to receive a periodical sent to him through the mails, when the law will compel the payment of a fair subscription price.

100. Mental Capacity.—Before there can be an agreement of minds there must, of course, be the mental capacity to realize what is transpiring; and because this capacity is wanting in insane and drunken persons, they cannot be forced to fulfil a contract.

The drunkenness referred to is not mere mental exhilaration, but such a condition as to paralyze the understanding.

101. Minority.—Persons under age cannot be bound by contracts, except for necessities of living, and whoever enters into an agreement with such a person does so at the risk of its being repudiated. If, however, after the person reaches majority, he ratifies the contract, it may be enforced against him.

102. Married Women.—Formerly the individuality of a married woman was merged in that of her husband, and she had no legal capacity to make or enforce a contract, but in most states she is now as independent in this respect as an unmarried woman. She can also bind her husband for necessary living expenses. In that case, she becomes jointly liable, although for her other contracts she is individually liable. What is included in necessary living expenses depends upon the social position and means of the individuals.

103. Essentials of Agreement.—An agreement of minds must be voluntary, and not the result of fraud or force. It must also comprehend the whole contract and not merely a part of it; that is to say, if a proposition is made to you involving several features, you cannot accept some and reject others, and expect to hold the other party, unless he accedes to your demand. Assent must ordinarily be made known, but it may be presumed from circumstances, as where one signs an order, particularly when its contents have been called to one's attention. A mere mental determination to accept an offer, not indicated by any act, will not bind any one. An offer to be binding must be accepted within a reasonable time. It may be revoked in the same way or through the same medium as the offer was made.

104. Formalities.—Where an agreement is reached, the mere fact that it is to be expressed in a formal document does not make its enforcement dependent on that act, unless the parties make such act a condition precedent to its taking effect. Then, the fact that an oral contract is to be reduced to writing makes it incomplete until executed by delivery of the writing. Were it not that it is generally easier to prove an agreement when in writing, such form would usually have no greater legal effect than a verbal agreement; but where, by its terms, an agreement is not to be performed within a year, or where it relates to the sale or exchange of land or to goods of a specified value, or is a guarantee to make good the failure of a third person to pay a certain obligation, or is made in consideration of marriage, it is unenforceable unless in writing.

In Arkansas, Maine, Missouri, and New Jersey, the specified value which marks the minimum limit when agreements for the sale or exchange of goods must be in writing is \$30; in New Hampshire, \$33.33; in Vermont, \$40; in California, Idaho, Montana, and Utah, \$200; and in all the other states but Florida and Iowa, which set no limit, \$50.

105. Technical Words.—Technical words in agreements are not necessary except in contracts concerning real estate, and it is by no means advisable in the average case that a written agreement be formal; indeed, the simpler, clearer, more direct statements in letters and telegrams are preferable.

106. Signatures.—Except in the case of notes, checks, and drafts, and the classes of contracts which, as has just been pointed out, can be enforced only when in writing, the signature of the party to whom a memorandum of agreement is delivered is unnecessary, if he has already done all that is required of him.

Nor is it necessary that a signature be in ink. It may be in pencil, or even printed or stamped, so long as it is clear that the person who is represented by it intended to be bound by it.

Recently finger imprints have been found more individual than signatures, and are accepted in lieu of, or in addition to,

signatures by many banks and certain commercial houses, particularly those dealing extensively with a foreign element.

A signature may consist of a mark, initials, or a mere Christian name or surname. It may be made by a third person, if such act is authorized or ratified by the person to be bound.

107. Consideration.—The consideration or inducement of a contract must be valuable, and not merely moral, except in case of the revival of a debt, or a debt discharged in bankruptcy, or where a child upon becoming of age ratifies his previous contracts. To be valuable, a consideration need not be in the form of money, though it is usually, but not necessarily, something measured by that standard. The act to be done or foreborne, for the consideration, must be certain, fair, and legal. It may, however, be subject to conditions upon which its beginning or ending rests.

108. Voidable Contracts.—Contracts entered into through fraud, duress, or mistake are voidable, provided those features are material, and influenced the action of the one imposed upon.

109. Void Contracts.—Contracts which involve or have for their object a violation of the law are not merely voidable, but absolutely void, and cannot be enforced. Among contracts of this nature are those which contemplate the infringement of rights in property such as those protected by copyrights, trade-marks, patents, and secret processes. Other illegal contracts are those which contemplate a breach of confidence; those which improperly encourage litigation; those which encourage divorce and other breaches of domestic relations; those which induce indecency; those which are directed toward an impairment of the public service; those which involve unlimited restraints of trade and unlimited restraints upon the disposal of property; and those which are involved in or tend to promote combinations to stifle competition.

110. Intention of Parties.—It is immaterial that parties do not intend to accomplish an illegal or immoral end,

for they may be ignorant of the law, and ignorance of the law excuses no one.

111. Divisibility and Indivisibility as a Test.—If a contract admits of two constructions, one showing an illegal, and another a legal, tendency, it may be enforced. Where, however, there are provisions of a contract which depend one on the other, and cannot be separated, the presence of illegality in one provision taints the whole contract with illegality. When the contract is divisible, courts will enforce the parts that are legal.

112. Relief From Contract.—If an illegal contract is carried out, so that nothing further can be done in pursuance of its terms, no relief can be granted to the one imposed upon, except sometimes through cancelation of instruments such as deeds, mortgages, etc. When an illegal contract is yet to be carried out, it may be ignored as completely as though never made.

113. Agents.—Third persons dealing with an agent do so at their own risk. They cannot rely upon the agent's representations, but must be sure that the act of the agent is identical with that authorized, or that it is subsequently ratified.

A mere description of the relation which the signer of a paper sustains to another, as "John Jones, Agent of," etc., without an indication that he signs in a representative capacity, or for another person, as would be indicated by the signature "Advertisers' Magazine, by John Jones, Agent," is not sufficient to bind the principal or to exempt the agent. When the signer of a paper has authority to act for another, and signs his own name only, he alone will be liable, even though it appears in the body of the document that he represents another.

It is not essential to the validity of an instrument that the agent's name appear, and he may sign the name of the principal only. As a matter of convenience in preserving evidence, it is well, however, to have the names of all persons who participate in its execution appear in or on the instrument itself.

114. Alterations.—If, before a written contract is performed, a material interlineation or other alteration is made in it, the contract is unenforceable. When interlineations or other alterations are made in an instrument before its execution, it is advisable to write just above the signatures, “*Interlineations (or alterations) made before signing,” and have each of the parties make a star before his signature, referring to the star before that statement.

EMPLOYMENT

115. An Advertising Man's Power.—An advertising man's power to bind an advertiser to the fulfilment of obligations is largely governed by his status.

When a partner is acting as advertising manager, he has power to bind the firm in all matters within the usual scope of its business, unless limitations have been imposed by the articles of copartnership, and made known to persons dealing with the firm.

As a director of a corporation, an advertising manager has no individual power to contract in its behalf, unless specially empowered by the directors acting as a body—a “board,” as it is called.

The ordinary affairs of a corporation, among which advertising is included, may be looked after by the president without express authority, and, if he deems it advisable, he may appoint or employ others to help him in that direction. If, without authority, the secretary or other officer than the president exercises such supervision for some time; if, in other words, he is held out as having authority, the corporation is bound by his acts within the usual scope of advertising work; and even though by-laws require certain contracts to be in writing and executed in a particular way, persons dealing with the officer or agent in good faith may ordinarily assume that all formalities have been complied with.

If an advertising manager, or other person performing his duties, exceeds the authority vested in him, he will be liable to the extent pointed out later.

Advertising managers, by that name, generally come under the legal designation of "employees," because they are usually employed to render service under the direction of one who has the right to disapprove of the service and the power to discharge.

The control over an advertising manager need not be by the master or employer—that is, the advertiser, himself—it may be by another servant, or employe, the sales manager, for instance, acting for the advertiser.

116. Term of Service.—Except in Colorado, Illinois, Missouri, and New York, where the doctrine has recently been questioned, the term of service of an advertising manager or other employe is presumed to be for the time adopted as the basis of the salary or wages, in the absence of a usage or custom of trade, or of the place, the conduct of the parties, or other evidence disclosing a contrary intention. This principle is supported by a statute in California.

For example, where one is to be paid at a yearly rate, the hiring is presumed to be for a year; where the employe is to be paid at a daily rate, the hiring is presumed to be for 1 day; and where he is to be paid by the piece, the hiring is presumed to be for an indefinite time.

Where one was employed by the month, and told his employer that he wished a more permanent arrangement, and an amount per year was agreed upon, payments to be semi-annually, it was held that a hiring for a year might be presumed. So where one was employed "at a salary of \$1,500 a year," payable in weekly instalments, a hiring for a year was inferred.

Where the employer telegraphed the employe that he could offer him employment at \$65 per month, and that the job would last all the year, there was, upon acceptance, a hiring for a year.

Where an accepted offer of employment concluded, "and if you give me satisfaction at the end of the first year, I will increase your salary accordingly," it was held that a yearly term was created.

The very fact that there is no universal usage or custom fixing the duration of a contract by the arrangements regarding payment of salary or wages renders it advisable that employers and employes should definitely settle the point at the time an agreement is made.

117. Usage or Custom.—A usage or custom to be effective must be known to both employer and employe and enter into and become a part of the contract.

118. Continuing After Term Has Expired.—Where a fixed term of employment has expired, and the relation continues, the parties will be held to have renewed the contract, but the term cannot be for more than a year without a further tacit renewal because, as has been pointed out, contracts not to be performed within a year must be in writing.

119. Where Term Depends on Mutual Satisfaction.—Where an advertising manager or other employe engages at a fixed salary only so long as both he and his employer are satisfied, he may end the relation at any time, and recover at the agreed rate for the period of actual service. If, however, both the salary and period of service are fixed, an employe cannot ordinarily end the relation without sacrificing the salary.

120. Interruption of Work.—Where one was employed for a given time at a specified sum, but during 4 weeks of that time did not work, because the business had been interrupted by fire, though ready and willing to work, the employer was bound to pay the agreed salary during the agreed time.

121. Quitting Employment.—An employe may quit an employment and recover at the agreed rate for the period of actual service where:

1. The advertiser, or the person to whom the advertising manager or other employe is subordinate, neglects or refuses to furnish work, or in some other way makes impossible the fulfilment of the contract by the employe.

2. The advertiser has failed to pay an instalment of the compensation agreed upon.

3. Unforeseen sickness, accident, or death interferes with or makes impossible further service.

4. Conditions have arisen which change the nature or character of the employment, or threaten the loss of compensation.

5. The employer threatens the employee with personal violence.

Where by the terms of a contract, an employee is required to give his employer a specified notice of intention to quit, he must do so in order to recover compensation for the period of service. If the notice is required to be in writing it must be given in that way, unless the employer waives the formality; but even then it is better to live up to the letter of the agreement, and have the tangible evidence. A prudent employee will, of course, save a copy of his notice.

122. Exclusive Service.—Usually where an advertising manager is engaged for a fixed compensation, his employer is entitled to his exclusive service within the scope of the employment. Notwithstanding the fact that the employee does extra work, he is not entitled to extra compensation, without an express agreement therefor.

123. Contingency.—Where it is agreed that compensation is to depend upon a contingency, the success of an enterprise, or something of that sort, there can be no recovery until the contingency arises.

124. When Wages Are Payable.—Where an employee is engaged to do work by the day, month, or year, and nothing is said as to the time of payment, his wages are payable at the close of each day, month, or year, as the case may be, in the absence of statute to the contrary.

125. Discharge.—An advertiser or other employer may discharge an employee, and thus terminate the contract of employment for good and sufficient cause, such as intoxication, accepting and soliciting bribes, insubordination, disclosing the secrets of the business, incompetence, habitual neglect of duty, improper deportment towards customers and employees,

entering into competition with employer, misappropriation of funds, and other illegal and immoral conduct.

To constitute a discharge the employer's desire to terminate the relation must be so expressed as to leave no doubt in the mind of the employe. No particular form of words is necessary; nor is it necessary to assign a cause, although it is necessary in the event of suit, to prove a good and sufficient cause.

126. Resignation.—A resignation tendered by an employe and accepted by the employer is, in the absence of duress, fraud, or mistake, a binding contract, and ends the employment. Duress in such a case is a threat or "pressure."

A resignation tendered after the employer had threatened to discharge the employe if he refused to resign, is held to be a voluntary resignation, and cuts off an employe's rights to recover damages for a wrongful discharge.

127. When Employer Changes Terms of Resignation.—If an employe tenders a resignation which the employer accepts, but with a change in the time or other conditions upon which it was proposed to take effect, the employer's act constitutes a discharge; and, unless the employe accepts the altered terms, it is advisable for him to reply in writing, preserving a copy of the letter or memorandum, that he, the employe, *shall* (not *will*), comply with the employer's instructions, or follow his wishes, whichever form seems more fit, and withdraw from the service of the concern at the time mentioned by the employer, but in doing so, he, the employe, reserves all his rights under his contract of employment, which he is ready, willing, and again offers to fulfil.

SPACE AND COPY

128. Declining Copy.—A newspaper, magazine, or other periodical may decline to publish copy which is misleading or which relates to a business that it deems injurious to public morals, and as to this it may be the sole judge in the absence of a conspiracy or of malicious or other improper

motives. It may also decline to publish copy when an advertiser has no commercial rating, or the rating is such as not to warrant extension of credit.

129. Care and Diligence.—A newspaper, magazine, or other periodical is not an insurer of the accuracy of the advertising it carries, and is responsible only for reasonable care and diligence. This does not excuse negligence, and where, through a lack of reasonable diligence, a publication fails to insert an advertisement which it agreed to run, or through a lack of reasonable care publishes a typographical error, it is responsible to the advertiser, provided he is not guilty of contributory negligence. To illustrate: Where a furnishing goods store put on sale men's hats at \$2.75, and notwithstanding the copy was correct and legible, besides being furnished in ample time to allow of proof-reading, the price as published was \$.75, the publication was liable to the advertiser for the payment of \$2, on each hat sold, or the difference between the amount shown on the copy as furnished and as published; provided the store acted in good faith and did not try to take advantage of the error, by suggesting to a customer for another article that he buy one of the hats at 75 cents, inasmuch as they were really intended to be sold at \$2.75, but through a mistake of the publication were being offered at the lower price.

A publisher or other owner of space is also responsible to a reader of an advertisement for damages reasonably and approximately resulting from an error, misrepresentation, or other fault due to a lack of care and diligence on the part of the publisher or owner of space.

130. Interpretation of Various Contracts.—Advertising space is a commodity governed by the same principles of contract that apply to other property of a similar nature. It is bought for a definite time, with or without a reservation of the right of previous cancelation on notice, and for an indefinite time, subject to such cancelation, or till forbid ("t. f.," as the arrangement is called). By this arrangement an advertisement is to run until the publisher is notified to take it out.

When space is bought for a definite period, the advertiser is not required to give the publisher or other owner of space notice to discontinue the service at the end of the contract term.

Nor in the absence of an express agreement is there any duty on an advertiser's part to remove advertising at the end of such term, as in a case where the use of the wall of a house was allowed for a given time.

Where space is secured for a given time, with the privilege of surrender by a given time short of the whole term, the advertiser must act upon his option before the expiration of the shorter term, else he will be bound to continue to the end of the longer term. This was held in a case where a contract was for a year, with the provision that it "may be discontinued in 3 months," and this privilege was not availed of until after the end of 3 months.

131. When Rates May Be Withdrawn.—A rate card of a publisher or other owner of space is like a price current, and at any time before a contract is consummated the rates and terms may be withdrawn; if these are not withdrawn, an order based thereon given by one of the persons for whom the card was intended would be binding on the publisher or owner of space, subject, of course, to the reasonable rules and regulations which he had adopted for the protection of his business.

132. Caution.—It is always well for a publisher or owner of space to safeguard himself by providing that no order or agreement shall be binding until accepted in writing by a specified officer. In a case where this was not done, the solicitor for a publication bound it to an agreement with an advertiser whereby copies of the publication, containing certain market reports, were to be mailed once a week to a list of customers and prospects of the advertiser for the mere cost of the copies. Under such an arrangement the publisher could not mail such copies at the rate of a cent a pound, as the solicitor supposed, but had to pay a cent for four ounces, and lost all the profit that the arrangement might have afforded.

133. False Representations.—False representations regarding the character and extent of a publication, or as to

the size and location and probable reading that a bill-board, street-car card, or other medium gets, renders a contract based upon it voidable at the option of the buyer of space. In a few states, statutory provisions render the making of false circulation statements a misdemeanor.

134. Technical Terms.—In the absence of an agreement or of rules and regulations of a publisher or other owner of space actually or impliedly brought to the notice of an advertiser, technical terms applied to advertising service and copy are interpreted according to the usage of trade.

In bill-board parlance **listed and protected service** means that the advertiser will secure the very best locations, and a showing is guaranteed upon all spaces used during the life of the contract, new posters promptly replacing torn or defaced ones. **Chance may offer service** means that posting is done wherever space is available, no guaranty being given as to the time they will remain on the boards. They may remain months; and again they may be covered in a short time, all owing to the demand for space.

Among publications **t. f.** (till forbid) means let the advertisement stand until ordered out; **e. o. d.** means every other day; **e. o. w.** means every other week; **r. p.** means run of paper; **n. r. m.** means next to reading matter; **t. c. n. r. m.** means top of column next to reading matter. Where the requirement is that copy be inserted **t. c. n. r. m. or following**, the latter provision is usually held to mean *next following*, that is, immediately under; although it is best to use the qualification *next* or *immediately*.

By **flat rate** is meant that the charge for advertising is not governed by discounts because of the size of the copy or the frequency of its insertion.

By **open space** is meant space that admits of a change in size and contents of copy and is to be distinguished from the invariable space used for a *standing card*.

135. Short Rating.—Where a given amount of advertising is to be used within a certain time, a wholesale price is usually secured, except where a flat rate or a uniform price

per line prevails regardless of the amount of space to be used. When less than the amount of advertising contracted for is used, it may, by agreement but not otherwise, be charged for on the basis of the rate applied to the less amount, that is, be *short rated*.

CHECKS

136. Presentation.—A check should always be presented for payment within a reasonable time, and the circumstances of each case determine what is a reasonable time.

Where the holder of a check and the bank on which it is drawn are of the same city, it must be presented for payment the same day it is received, or at most the next day, in the absence of special circumstances excusing delay.

If the bank and the holder of the check are in different places it must be forwarded on the day after it is received; and when sent to a representative for presentment at the bank, he must act not later than the day after.

When a check is received after banking hours it may be presented for collection on the following day, and presented for payment the day after that.

A check received on Saturday may be presented at any time before the close of banking hours on Monday.

137. No Funds.—If the drawer of a check has no funds in a bank and no reasonable expectation that it will be honored, the giving of a check is a fraud, and it need not be presented to preserve the rights of the person in whose favor it runs. If, however, the drawer reasonably expects that the check will be paid, the holder of the check must present it for payment. A reasonable expectation might arise when the drawer has an open account, and is not aware that it is overdrawn or that his bank will not credit him.

138. Overdrafts.—Banks cannot ordinarily recover money advanced, and need not make an entire or even a partial payment on credit; consequently, reliance on credit being extended, without an agreement, is not well founded.

139. Extension.—The time for the payment of a check may be extended by agreement, and this will determine whether a delay is reasonable.

140. Indorsements.—Where a check is made payable to bearer, or to a specified person or bearer, simple delivery passes title without indorsement, except in Alabama and Illinois, where, by statute, indorsement is necessary. In view of this condition it is prudent not to indorse one's checks with the name only, where one is liable to lose them on the way to the bank. Rather should one indorse his name under the words *Pay to the order of* and the name of the particular bank, because, otherwise, in case of loss of the checks before being deposited, any finder could secure payment.

POSTAL MONEY ORDERS

141. Indorsements.—A money order may be paid upon a written order or power of attorney from the payee, as well as upon his indorsement. More than one indorsement on a money order is prohibited. One or more additional names, however, may be written upon the back of orders to identify payee or guarantee the genuineness of the signature of the payee or indorsee. If the holder is the second or any subsequent indorsee, to obtain the amount he must surrender the order and make application for a duplicate or a warrant to be issued in its place.

GOOD-WILL AND TRADE-MARKS

142. A By-Product of Advertising.—As a result of exploiting a product to which a trade-mark is applied, a good-will should attach to a business, and always will, if properly backed up.

143. Transferable.—Like other property a good-will may be bought and sold, mortgaged and leased, in connection with the business to which it relates; it cannot, however, be sold apart from such business.

144. Carries Broad Rights.—When a business is sold, the good-will does not include simply the advantage of occupying the particular premises, but includes every possible advantage that has been secured by the previous owners of the business, whether connected with the premises, with a name or trade-marks, or with any other interest of the concern. Consequently, in buying the good-will of a business, one is entitled to receive and dispose of telegrams and mail addressed to the former concern.

145. Not an Independent Property.—As an abstract right, apart from the business to which it relates, a trade-mark cannot exist and, consequently, cannot be disposed of, the reason being that such transfer would be productive of fraud upon the public. In this respect it differs from a patent or copyright. But in connection with a business, it may be disposed of like other property. It constitutes part of the concern's assets, and is properly disposed of with other property.

For a trade-mark to pass under a bill of sale, it is not always necessary that it be specifically mentioned. Thus, where there was a sale by one partner to the other, of all interest in the firm, stock on hand, book accounts, money in bank, and all other property, whether on the premises or elsewhere, and it was agreed that the retiring partner would not carry on a similar business within a mile of the old stand, it was held that a trade-mark passed, notwithstanding it was not mentioned.

146. Taxable.—Good-will is taxable; and in case of a corporation, is considered a part of its capital stock.

147. Subject to Judicial Sale.—Good-will is not subject to sale on execution except in connection with a judicial sale of the business.

148. Fair Competition Demanded of Seller.—Where one sells the good-will of a business, he may, where no restrictions are agreed upon, reengage in a similar business. Good faith, however, requires that where one has sold the good-will of a business, he should do nothing which tends to deprive the

purchaser of its benefits. He has no right, for instance, to hold himself out as continuing the business which he sold, or as carrying on the former business at another place. In a number of instances it has been held that the one who has disposed of good-will must not solicit any of his old customers personally or by representatives, or ask them not to deal with the old concern.

After the time within which one shall not reengage in business expires, the seller of good-will may reengage in business.

149. Rights of Partners on Dissolution of Firm.

Upon the dissolution of a firm, the partner who retains the use of the old premises may advertise them as having been formerly occupied by it, naming the old firm, and, except where statutes forbid, either partner may advertise himself as being "formerly of" or "late of" the firm, using words that convey only the facts, and have no tendency to deceive or mislead the firm's customers or the public generally.

Where a retiring partner permits the old firm name (of which his own name forms a part) to be used, and makes no publication of the fact of his retirement, he cannot escape the liabilities of the firm when credit has been extended on a reasonable belief that he is still a member of the firm.

150. Good-Will of Deceased Person.—The good-will of a deceased person's business does not carry with it the right to use such person's name, for it is an asset to be accounted for by the personal representative of the deceased, and if he takes charge of the business, and conducts it as his own, he is chargeable with the value of the good-will.

151. Public Must Be Considered.—The sale of the good-will of a business carried on under a fictitious name or under a trade-mark gives the purchaser exclusive right to continue the use of such name or mark; but where the seller carried on the business in his own name, such right does not pass to the purchaser, unless it is clearly the intention of the parties. In any event, the use of the name by the purchaser of good-will must not mislead or deceive the public.

152. Surname.—A surname may become impersonal when long associated with a business, and may pass under the transfer of good-will.

153. The Trade-Mark and Advertising Copy.—In all advertising copy there ought to be a certain individuality in form and dress, akin to a trade-mark.

Manufacturers, especially, must give far more thought to the features of their sales promotion which will guard against infringement and substitution, for there is an all too persistent tendency among dealers to confine their stocks, so far as possible, to articles bearing their own trade-marks. In many instances this tendency is due to unreasonable demands by manufacturers, which have made dealers ask themselves why they should be subservient to a manufacturer's advertising, and by pushing sales of a trade-marked product build up a reputation for someone else, gradually to forfeit an independent relation to their own customers. The weakness of such a position on a dealer's part lies in the fact that he cannot control the manufacture of the product, and beyond a financial guaranty, or warranty, cannot assure his customers that the quality of the articles will be sustained.

A trade-mark is the only real warranty of satisfaction, for if the article bearing it disappoints the consumer he will avoid that article in the future, and of course, if not as represented, he has a right to demand a refund of the purchase price, upon returning the article in a condition as near as possible to what it was when he bought it. There have been articles which have not sustained the reputation which first accompanied their trade-mark, but they have met the inevitable result of waning popularity.

154. Primary Purpose of a Trade-Mark.—It is clear then that the primary purpose of a trade-mark is to indicate who is responsible for the manufacture or sale of a product or commodity, and to distinguish that product or commodity from those coming from other sources.

It is not essential that such a mark include the name of the manufacturer, producer, or seller; in fact, it is often better

that such name be omitted; but it is essential that the mark be so designed and used as to convey an individuality that will enable the consumer to identify the product or commodity, regardless of where or by whom it may be offered for sale.

155. Wide Variety.—Originally, trade-marks were in the form of simple devices and likenesses of animals and other natural objects, but now they also include marks, more or less elaborate devices, emblems or symbols, signatures, arbitrary or coined words, fictitious and suggestive names, and, subject to certain qualifications, numerals, letters, proper names, and names of businesses, publications, and locations.

156. What the Patent Office Demands.—Apart from commercial considerations, there are many legal requirements. If it is to be registered in the Patent Office, a trade-mark must be:*

1. A coined word, a dictionary word, or a name used in a fanciful, fictitious, or suggestive sense, or any one of about one hundred varieties of words, letters, numerals, symbols, signatures, portraits, and the like, singly or in combination, provided such trade-mark is:

(a) Not obviously descriptive of the nature, character, quality, grade, make-up, ingredients, materials, form, size, decoration, color, or appearance of the article, or of its label or package.

(b) Not the mere name of an individual, corporation, or association, and never the name, portrait, or signature of a living person, without written consent. Not the name, distinguishing mark, character, emblem, colors, flag, or banner of any institution, organization, club, or society. Not the emblem of the Loyal Legion, the Red Cross Society, the Masonic order, or of any military or fraternal body. Not composed of the flag, coat of arms, or other insignia of the United States, or any simulation thereof, or of any state, municipality, or foreign nation.

*Some of the following matter in regard to trade-marks was included in the Section on *Management of General Campaigns*, Part 1. It is repeated here in order to make the treatment of the subject of trade-marks more definite in this case.

- (c) Not a mere geographical name.
- (d) Not the mere name of a building or business location.
- (e) Neither identical with nor so similar to a trade-mark previously used for articles of the same nature that it may deceive or confuse unsuspecting purchasers.
- (f) Not a misrepresentation in itself, or used on a label or in association with advertising, or an article that is so used.
- (g) Not obscene.
- (h) Not libelous; nor a violation of that veneration, love, or respect which is generally known to be associated with certain individuals, offices, and stations in domestic, religious, and public life.
- (i) Not used in association with an article which is injurious to the public or in which trading is unlawful.

2. Affixed, printed, branded, or otherwise impressed upon or woven into an article, or its label or package, as a means of identification.

3. Actually so used in sales and shipments to customers in different states, in foreign countries, or among Indian tribes.

4. Owned by an individual or concern, domiciled in the United States, or by an individual or concern domiciled abroad able to comply with special conditions.

To some of these requirements there are exceptions, which can be learned only by recourse to the statutes and individual decisions of the courts. In no case is it wise to determine upon a trade-mark or to apply for registration without expert advice.

157. A Test.—The test as to whether a mark is descriptive is, "Will the public as a whole regard the mark as an arbitrary symbol denoting the origin and ownership of the product or commodity, or as an advertisement of some desirable quality."

Kodak is a good example of what is needed; created simply for trade-mark purposes, from letters arbitrarily selected from the alphabet. Until, by advertising, the Eastman Kodak Company gave it a meaning, it meant nothing. Now, one can hardly believe *Kodak* could apply to any other product.

158. Suggestive Trade-Marks.—A trade-mark may, of course, be meaningless to the consumer, and yet have a meaning to its originator, as, for instance, *R-I-P-A-N-S*, which is made up of the initial letters in the names of the six ingredients of the tabules to which it is applied. And again, a trade-mark may, while arbitrary in form, be suggestive, as *Uneeda* and *Takoma*, used in connection with names of products, thus, *Uneeda Biscuit* and *Takoma Biscuit*.

159. Misspelling, Etc.—Misspelling cannot of itself render valid a trade-mark which would otherwise not be upheld, as, for instance, *Kid Nee Kure*. Merely hyphening, as *P-I-T-T-S-B-U-R-G P-U-M-P*, does not make a valid trade-mark. Nor will the use of peculiar lettering make a valid trade-mark of a surname, unless the letters are arranged in a fanciful and distinguishing style so that the peculiarities dominate the name and reduce it to a position of relative obscurity, or the name is combined with a symbol or a portrait.

A trade-mark not only must not be obviously descriptive of the product or commodity with which it is used, but it must not contain a misrepresentation of the origin, nature, character, quality, contents, or ingredients of such product or commodity. Here we find that the Patent Office is a powerful factor in eliminating questionable methods from advertising.

160. Geographical Names.—Geographical names cannot become valid trade-marks, except when they are used in a fanciful or arbitrary sense, as in case of *Vienna Bread*, a product known to be made in this country.

161. Personal Names.—As regards personal names, every individual is entitled to use his own name so long as it does not infringe the rights of one who has previously adopted the name as a trade-mark, by diverting the good-will of the public. Whether one is free to adopt such a trade-mark depends upon the facts in the case. In a suit brought by the purchaser of the business known as "Best & Company, Liliuputian Bazaar," and located in New York, it appeared that the son of one of the original firm established a similar business

in Chicago, and called it "A. S. Best & Company, Liliputian Outfitters, formerly with Best & Company, New York." Both concerns had mail-order departments, and advertised extensively. In reviewing these facts the court said that it was the evident purpose of the defendant to obtain the benefit of the advertising and standing of the original business, and enjoined the use of the name "Best & Company," with or without prefixes, and also the word "Liliputian" in connection with it.

The names *Rogers* and *RoDgers*, having the same sound, though unlike in spelling, the latter was held to infringe the former, which had been for many years previously applied to the same kind of articles, silverware, the mere capitalization of the "d" being insufficient to prevent confusion.

In the suit of the makers of Van Houten's Cocoa against the Hooton Cocoa and Chocolate Company it was held that there was no imitation of the complainant's packages, nor was there any evidence that the name "Hooton's" was adopted for any fraudulent or dishonest purpose; but was shown that it had a tendency to confuse purchasers, and that, in a number of cases, dealers had been deceived, and the Hooton Cocoa and Chocolate Company was restrained from so using its name unless accompanied by a clear statement that its cocoa was not Van Houten's.

Walter Baker & Company, Ltd., and its predecessors in business, have, since 1780, been engaged in the manufacture of cocoa and chocolate, which have become well known in the trade under the general names of *Baker's Cocoa* and *Baker's Chocolate*. In 1897 one W. H. Baker, who had then recently commenced the manufacture of similar products which were sold in unfair competition with the goods of Walter Baker & Company, Ltd., was enjoined from using the word *Baker* in connection with his products, except when accompanied by this statement in prominent display: "W. H. Baker is distinct from the old chocolate manufactory of Walter Baker & Company"; and such requirement has since been observed. More recently one Slack, a retail grocer of Chicago, advertised "Baker's" cocoa and chocolate, and when customers called for either by that name, they were given the W. H. Baker product.

After suit was brought to restrain such unfair competition, by Slack's direction, customers were told: "We have two Bakers. Which do you want—W. H. or Walter Baker's?"

On trial Slack admitted that nine persons out of ten did not know which was which, and would ask for the best product, in which case they were given W. H. Baker's, on which Slack's profits were greater.

The injunction provided that Slack should stop advertising any product but Walter Baker & Company's under the name "Baker," and should stop supplying any other in response to requests for "Baker's goods," and on appeal the relief granted to complainant was still broader.

It must not be understood from the examples given above that somewhat similar articles cannot bear the same proper name, for where the names of two medicines are respectively "Brown's Iron Bitters" and "Brown's Iron Tonic," the name "Brown" in each case being justifiably used, and the bottles, wrappers, and labels employed by each party are different, it was held that there is no infringement.

162. Form, Size, Decoration, Color, Etc.—While the form, size, decoration, color, or method of construction of a bottle, box, barrel, package, or means of enclosure cannot be the subject of a technical trade-mark, yet such enclosures or containers are protected against infringement and substitution by the law of unfair competition.

163. Adoption and Use Essential to Trade-Mark Protection.—No rights can be based upon or grow out of a trade-mark until it is adopted and used.

164. How Adoption and Use May Be Made Known.—Adoption may be made known to the public by registration in accordance with either federal or state statutes, or both, or, in the absence of registration, by any statement or act which shows an intention to distinguish the origin and ownership of that particular article from the origin and ownership of all other articles of the same class or kind.

165. Originating Trade-Mark or Merely Contemplating Its Adoption Not Enough.—It is not enough to originate a device, symbol, name, or other form of trade-mark, or merely to contemplate its adoption as a trade-mark for a certain article or class or kind of articles. It must be decided upon, adopted, and used.

166. How Soon After Adoption Trade-Mark Must Be Used Depends Upon the Circumstances of Each Case.—How soon after its adoption a trade-mark must be used, and how long that use must continue to give rise to vested rights, depends somewhat upon the circumstances of each case. However, in all cases it must be clear that between the moment of adoption and the moment of use there has not been either an abandonment or an intention in that direction, and that the use of the trade-mark has not been casual, interrupted, or for a brief period.

167. Use Must Be in Connection With the Article Itself or Its Packages.—Moreover, such use must be in connection with the articles to which it applies, or with the bottles, boxes, packages, or other enclosures in which they are contained. This use must be shown by stamping, printing, stenciling, branding, labeling, or in some similar manner impressing or affixing the trade-mark to the articles or their means of enclosure.

168. Use Must Not Be Confined to Advertising. Under the federal law and the law of most states the use of a trade-mark must not be confined to advertising matter for the reason that such mark coming to be known through use as indicative of an article on which reliance may be placed, the public must be enabled to trace the identity of the article sold or offered for sale to that advertised.

169. How Far Right to Use Trade-Mark Is Exclusive.—The right to use a particular trade-mark is exclusive in its application to articles of the same class or kind, or in the same business, but not to articles in another business.

170. Registration.—When used, a trade-mark should be promptly registered, and at the same time evidence should be collected which will establish a concern's title beyond dispute, for at any time a concern is open to attack by competitors and by trade-mark pirates.

171. Different Rule in Other Countries.—The rules that have been here given in regard to trade-marks apply to the United States. In some countries, use of the trade-mark before an application for registration bars registration.

172. In Conclusion.—Trade-marks are seldom used with anything like maximum efficiency, although in the trade-mark are supplied two of the greatest needs of today—standardization and brevity. Advertising is remembered in terms of trade-marks.

TRADE ASSOCIATIONS

173. Since very early times men have entered into combinations for mutual protection or aid, so it is not to be wondered at that firms and corporations engaged in a like business form associations for the betterment of their business and the safeguarding of profits.

Many trade combinations in the past have been made for purely selfish reasons; the fixing of prices, limitation of put out, and division of business or territory. Later, such associations took on more fully the character of definite business institutions and worked out within themselves more honest and effective cooperation, but it has been hard to rid such organizations of the tendency to try curtailing the market by concerted action.

Maintenance of prices has always been an important element in the efforts of many trade associations, but as this is deemed by the government to be combination in restraint of trade, such enterprises have come in for government disapproval.

Any effort to control trade channels that takes on the nature of boycott are in violation of the Sherman law.

The things that are frowned on and that are liable to cause action by the government are: any direct and undue effort to restrain competition in trade; secrecy in the use of informa-

tion gathered by trade association; fraud in the compilation of statistical data; concerted action based upon such false or deceptive data; distribution of data identifying the figures of each competitor; the interchange of quotations and other information leading up to sales; all agreements that lead to concerted action on price fixing, restriction of production, etc.

While there has been a tendency to relax in the prosecution of trade associations as long as these associations are alert in avoiding any illegal action in restraint of trade, the course for trade associations to follow has been marked out by governing decisions in a very definite way. Because of the advertising man's position, he has much to do with all the plans and methods used in the advancement of a firm's or corporation's business and he should know just how far his firm or corporation can go in its connection with a trade association.

A trade association can discuss any matters that may be for the benefit of its various members so long as there is no tendency to form an agreement on concerted action that in any way can be construed to be in restraint of trade or destructive of competition or have to do with price maintenance as an association.

LAW AN ADVERTISING MAN SHOULD KNOW

Serial 1824-2

Edition 1

EXAMINATION QUESTIONS

Notice to Students.—*Study the Instruction Paper thoroughly before you attempt to answer these questions. Read each question carefully and be sure you understand it; then write the best answer you can. When your answers are completed, examine them closely and correct all the errors you can find; then mail your work to us.*

(1) As to ideas, when is the right to use and control (dominion) lacking?

(2) What leads to forfeiture of rights in unpublished manuscript?

(3) (a) What right is violated by publication of a portrait without consent? (b) What decision has the Patent Office made in regard to the use of names of public men for commercial purposes?

(4) (a) Describe the difference between the two kinds of copyrights. (b) If there is any doubt concerning the securing of a copyright, what caution should be observed?

(5) Give: (a) the requirements for marking prints and labels registered in the Patent Office; (b) for marking booklets or folders.

(6) (a) What is the test for infringement or piracy of a copyright? (b) What should be done before reproducing any copyrighted matter? (c) Are original owner's rights ever protected without copyright?

(7) (a) What must characterize every invention before it is entitled to protection by a patent? (b) What should be done before spending much money on an invention?

(8) (a) What consequences might result from neglecting properly to mark a patented article? (b) What is the most important consideration before obtaining a patent, and why?

(9) (a) Do libel and slander apply to products? (b) Which of these two offenses is subject to greater punishment?

(10) Why are a lawyer's services necessary in the matter of preparing labels?

(11) (a) Give some conditions under which a publication may refuse to publish copy. (b) Can a newspaper be made to pay for an error in price by which the advertiser loses?

(12) (a) Does the rate card bind the publisher before the contract is consummated? (b) Can the buyer of space void a contract if it can be shown that the character and extent of publication has been misrepresented?

(13) Under what circumstances can an advertiser use his own name as a valid trade-mark?

(14) (a) What is the importance of adoption and use in fixing trade-mark rights, and how can adoption be made known? (b) Why is registration important?

Mail your work on this lesson as soon as you have finished it and looked it over carefully. **DO NOT HOLD IT** until another lesson is ready.

HOW TO ENTER THE PRACTICAL FIELD

INTRODUCTION

1. Whatever branch of advertising work the beginner may decide to enter, one of the first problems that he will encounter is that of selling his service. This problem seems to be a bug-bear to most students of advertising. Usually they begin early to concern themselves about it and often fear that there will be no opportunity unless they have influential friends to intercede for them with employers. This fear is groundless. Every prominent advertising man was once a beginner without experience, and it may be put down as a fundamental truth that the young man or the young woman who becomes qualified to do some kind of advertising work well will sooner or later find a field.

The most important thing, elementary as this statement may seem, is that the beginner be really qualified to give some kind of good service. Too many beginners want to take positions before they are really competent to be of service in an advertising position. They seem to think that employers are ready to play the part of teacher, whereas employers are not looking for people on whom they must spend time, but for those who can save the time of employers—who can do some things better than the head of the business can do them.

There is no lack of opportunity in the business field today for those who become competent to plan, prepare, and handle successful advertising. It may not be easy at once to secure just the sort of position that one may prefer, but any sort of

advertising work will increase the ability of the beginner if he concentrates on it and does his work thoroughly, and though he may not at first get into the berth of his choice, if he persists he will undoubtedly be able to land where he will have his desired opportunity.

The growth of advertising during recent years, both among manufacturers and among business men and retailers, has been a steady one. Today great corporations that a few years ago would have resented the suggestions that they should advertise are among the aggressive advertisers—the most enthusiastic users of the printed message. The use of direct-advertising methods has largely increased. This has made a field for the expert follow-up man, for the catalog writer, for the house-organ editor, for the technical writer, and for various other specialists. Today there are chief correspondents and heads of follow-up departments earning from \$2,000 to \$3,000 or more a year.

Advertising being a class of service that is about half way between business and the professions has to be sold with considerable diplomacy and by the exercise of much good taste. The man who announces his ability with a blare of the trumpet, so to speak, is likely to be discredited and put down as a fakir. Among employers there is heard considerable criticism of applicants who claim to know almost everything and who seem inclined to make their way through the world by bluffing rather than by performance.

Yet, though a man should be modest to a degree in selling his service, he can make a mistake and go so far in the direction of conservatism and modesty that he will fail to make out a case for himself.

The object of this Section is to point out how a man who has made himself competent to undertake responsible advertising work may go about selling his service, whether he seeks an independent position or a salaried job. These two divisions will be considered separately.

BUILDING UP AN ADVERTISEMENT- WRITING BUSINESS

GENERAL INFORMATION

2. The easiest way to get work or business of any kind is to convince your prospective customer that you can help him make money. Therefore, in starting out to build up an advertisement-writing business, you must be sure that you can give any prospective customer or prospective employer the kind of service that he will find profitable.

While self-confidence is needed, do not start out with the idea that you know all about advertising, for advertising is by no means an exact science and there will still be something to learn after you have been in the business for many years. The best course of instruction is only a good start in the right direction. Be confident by all means, but do not get an exaggerated idea of your ability. If you are making only \$8 or \$10 a week, do not expect to jump at once into work that will bring you \$20 or \$25; be content to advance slowly but surely.

Do not expect the advertiser to be impressed by the fact that you are a graduate of an advertising school; he may have had experience with some conceited, incompetent student of some inferior advertising school and may have a poor opinion of all graduates of advertising schools. Therefore, while being confident and aggressive, be somewhat conservative, and thus avoid prejudicing the advertiser against you. Study the men you solicit; the kind of argument and attitude that will impress some men may not appeal to others.

Until very recently, business men looked on almost all advertising men as "grafters"; that is, as persons that were attempting to get a man's money for visionary or impracticable schemes of business promotion. While this view has

changed greatly, the only kind of advertising men that can hope for lasting success are those who can help advertisers to sell goods. If they are advertisement writers, their advertisements must have selling force. The two important things to understand about the advertisement-writing business, are: (1) How to present your proposition to business men so as to convince them that you can be of real help; and (2) how to conduct your work so that you can produce results for yourself and for your customers.

Retail work is by far the easiest to secure, although a good letter writer can, by mail solicitation, get booklet, folder, letter, and advertisement-copy work from general, mail-order, and technical and trade-paper advertisers; some of the most successful independent men solicit, by correspondence, the planning of campaigns and undertake to direct the details of such campaigns in the same way.

3. How to Prove Your Ability.—If you decide to take up retail work, clip from your local newspaper an advertisement that you can improve. Study the business that the advertisement represents, rewrite the advertisement and make a careful layout of it, so that a man not familiar with typography can see just how it will look when it is printed. Next, take both advertisements to your prospective customer, and tell him that you are confident that you can write advertisements for him that will be more productive than those he is using. If the advertiser seems to think that his advertisements have been good, great tact must be used in pointing out any weakness in them. Perhaps the best plan would be to talk with him somewhat along this line: "You doubtless understand bookkeeping, but you consider it good business policy to employ a bookkeeper, because your time is employed to better advantage in business management than in detail. It is exactly the same in advertising. The writing of advertisements is a distinct and separate line of business, and it requires special training of any one that would do the best work. Now, isn't it reasonable to assume that it is not profitable for you to use your own time for this detail of your business; and, again, is it not evident

that it will pay you to employ a special man to relieve you of this detail and at the same time make your advertising more productive? Advertising is my specialty—my sole business—and I want to demonstrate to you that I can make your advertising pay better. I want you to let me write your advertisements for a week or two, and give me the chance to demonstrate that you cannot afford not to employ me. My charges are very reasonable. Of course, you understand that I cannot afford to charge more than it will pay my customers to pay me, and you don't have to pay me a cent unless both my work and my terms are satisfactory."

This kind of talk ought to impress any reasonable business man with your sincerity and confidence in your own ability. He is running no risk whatever to let you try to do his work, for unless it is satisfactory, he is under no obligation to pay you. In this manner, you can secure an audience and a careful consideration of your proposition from men that would not otherwise give it a second thought.

This "trying out" of a concern's advertising will also give you the proper experience to enable you better to decide how much it will be worth to do the work. Of course, there is no money in working on trial, but if you are competent you should be able to make an arrangement with some of the advertisers after a week's work; and the experience with the others will be worth something.

Generally speaking, an interview is more likely to impress an advertiser than a letter, although both means may be used. If a good letter and a layout of an effective advertisement are sent, and the canvass is followed up quickly by an interview, a good proportion of the advertisers ought to be interested.

It might be well if you can afford the expense (which will be small) to have a few of your best advertisements printed on book paper. You can then show samples of your work as you talk to a prospective customer, and emphasize their strong features as you proceed. Some advertisers will give you a definite answer at once. Others will put you off; call on these again. In the meantime you may have added several prospects to your list that will make your claim stronger.

Having secured the consent of an advertiser to write his advertisements on trial, make a careful study of his business and his past advertising. If you can induce him to give you any points on what his advertising has accomplished, or what he desires it to accomplish, these will be very helpful. If he has decided views about what should be done, or has some particular expressions that he wants used, it will be well to follow his ideas unless you feel sure that they will prove detrimental. It sometimes requires much tact to please the advertiser and at the same time to carry out the plan that your judgment dictates. You should find out just what types and borders are included in the equipment of the newspapers in which he is advertising, and decide which will be the best for his business. Note the style of his competitors' advertising in order that you may have something different and better. Try to improve the appearance of his advertisements by displaying them better than he has, and by carefully selecting a good face of type and suitable illustrations, if he has any good cuts in stock. If he has not been using illustrations, you have an exceptional opportunity to interest him.

If you feel that illustration will help in this particular case, you should procure the catalogs of firms that furnish electrotypes for illustrations, select a few cuts that will be suitable for your advertiser's business, and illustrate his advertisements. You may be able to work out an individual design of some kind and induce him to have a special cut made.

Do not slight the advertiser's work in any way, simply because you are doing it on trial, but put forth your very best efforts and endeavor to get his business if it is possible.

Do not give the advertiser the impression that you do not consider your services worth much, or that you are a novice looking for experience. You can be confident without being overconfident. Let him understand that you agree to work on trial merely as a demonstration, and that he is to pay a fair price if your service proves to be satisfactory. Of course, any cuts that you furnish for his advertisements are simply lent to him during this trial work, and are your property. Sometimes, it may be advisable to set a price on your service

at the outset. Some persons do not value that which does not cost them something. The beginner should study his customer and use good judgment in deciding whether to do the work a while on trial or to ask a reasonable compensation at the outset.

4. How Much to Charge.—As the advertisers that are most easily obtained as customers are those using small space, you cannot expect to get enough business from any one of them to make much money, but as comparatively little time is required for the work of each, you will be able to take care of a number of customers. Therefore, your charges should be moderate for each customer.

For instance, you might charge \$10 to \$25 for writing 4-inch advertisements every other day for a month. For writing the same number of 8- and 10-inch advertisements, you might charge \$15 to \$40, or more, according to the size of the town and the character of the work.

You might arrange to give either half of your time or two hours a day to a store. What the charge should be will depend largely on the quality and amount of the service you give and the size of the city. Merchants in small cities will not pay so much as those in large cities; but, on the other hand, \$20 or \$25 in a small city means more than the same amount in a large city. The figures given here are merely suggestive, and are intended only for those who have no idea of what to charge. *There is no such thing as a recognized scale of prices.* There are many calls for such a scale, but the very character of the work makes a standard scale of charges impracticable. Much depends on what is to be advertised. If the subject requires two days' study and work, it is obvious that you should be paid more than if only an hour's time is required. One advertisement writer might charge \$40 or \$50 for certain work and render such service that the price would be low, while another might attempt the same work and give such poor service that \$5 or \$10 would be a high charge. The size of the advertisement is not always a safe basis for the charge, for sometimes an entire day may be spent on one small mail-order advertise-

ment, and there are subjects that should be studied for days before a line is written.

Try to get what your service is really worth. If you cannot get that, then try to get as much as you think the advertiser will pay. If your time is worth 75 cents an hour, the advertiser whose work requires 15 hours a month should pay about \$12 a month; if your time is worth \$1.50 an hour, the charge should be about \$25 a month; and so on. The time basis is the most satisfactory way of figuring charges. You should know better than any one else what your time is worth. Small jobs should be charged for at somewhat higher proportionate rates. Remember that too high a figure may result in loss of business, while too low a figure may result in your service being undervalued. Knowing your field and ability, you should be able to keep between these two extremes.

Sometimes a few good cuts will help in securing new customers. If you lend them to the advertiser, you should be careful not to use the same plates in some other firm's advertising while he is a customer of yours. Of course, the cost of these cuts reduces the profit on your work to a certain extent, but the cuts will sometimes enable you to get customers, and thus become a very profitable investment. It is also much easier to prepare a productive and effective advertisement when you have suitable illustrations than when you have nothing but type to work with. A cut book or an illustration file from which illustrations may be taken will sometimes answer all practical purposes in interesting new clients. As a rule, it is much better to have a final arrangement by which each customer buys his own drawings and plates, the advertisement writer merely recommending what shall be purchased. By this plan the writer will feel free to recommend purchases that he might hesitate about if the cost came out of his own compensation. Some writers have advertisers agree on a monthly allowance of a few dollars for new illustrations.

5. Establishing a Circle of Customers.—In your own town, you should try to get one customer in each line of business. For instance, one men's furnisher, one shoe dealer,

one jeweler, one marketman, one grocer, one baker, one milliner, one druggist, one hardware dealer, one caterer, one clothier, etc. Among the local retail advertisers, you may be able to secure ten customers that will average \$10 a month each, thus enabling you to earn \$100 a month.

After thus establishing your business in your own town, write to or call on tradesmen in the same respective lines of business in a neighboring town, and try to interest them. It is perfectly practicable for you to handle the business from any towns within a radius of 50 miles, and the number of customers you can get will depend chiefly on the population of the territory and your own enterprise and ability. The good work that you do for a laundry in one town should be a help toward getting the work of a laundry in another town, and so on. If you are able to secure twenty customers, and get an average of \$8 a month from each, you will make \$160 a month on your advertisement writing.

The independent advertisement writer should not attempt to serve two restaurants or two bakeries in the same city, for it is obvious that he cannot give both his best ideas. The best advertising agencies follow this principle and will not give assistance to the competitors of any of their clients. The fact that an independent writer or an agency follows such a principle is a good soliciting argument. The advertising manager and the advertiser, on their part, do well to learn whether the writer or agent seeking their business already handles a competitor's business.

6. Selecting a Field.—Many students of advertising living in cities of less than 100,000 population feel that there is no chance for them, and conclude that they should go to New York, Chicago, Philadelphia, Pittsburgh, or some other of the larger cities. Such a move is not always advisable. It is true that the genius is more likely to be appreciated in Chicago or New York and to earn more money there than he would in cities like Lynchburg, Virginia, or Wilkes-Barre, Pennsylvania, but geniuses are rare, and the man of ordinary ability is more certain of achieving success in a city where

there are not so many advertising men of superior ability and experience. The compensation, of course, is not so great in small cities, but, on the other hand, the competition among advertising men is not so strong and expenses, such as rent, etc., are much lower. An energetic advertising man can in a year get a wide-spread reputation in a small city. This he cannot do in a large city.

If, however, a man aims for a position with one of the large agencies, he must go to the large cities; and eventually he must go to the large cities if he wishes to secure employment with the largest department stores. But the average man will find it easier to build up an independent advertisement-writing business in a city the size of Syracuse, New York, than in a city as large as St. Louis, Missouri. Much depends on the city itself. If it has progressive merchants and is a trade center, it should afford a good field for several independent advertisement-writing offices, even if it has fewer than 50,000 inhabitants or even fewer than 25,000. As a rule, the advertising in small cities is of poorer quality than that in large cities, and while many of the small-city advertisers are in the old conservative class that either do not put much faith in advertising or think that a "standing card" is all they need, the right kind of work by the advertisement writer will develop business.

An energetic young man in one of the Eastern cities of medium size secured a low rate from one of the publishers of his city on two full pages, to be used a week before Christmas. He then procured special illustrations and borders for a "West Side" page and a "South Side" page and resold the space in small sections at a good profit to the small advertisers of the West and South sections. This plan is suggestive of other similar plans.

A good record in a small city can be made a stepping-stone to a better position in a larger city. An advertising man that lacks initiative to make a good record in a small city has little chance for success in the fields of greater size and greater competition. A young man built up an independent advertising business in a Canadian town of 10,000 people. The business yielded \$300 a month income.

7. Location of the Office.—If you are already employed when starting in this work, it will not be necessary for you to give up your position until you have sufficient customers to make a good living at writing advertisements. Conduct your business in spare time at your home. There are some objections to this plan, but it will save the expense of running an office until you have business enough to warrant a change. If you are willing to spend a little money at the outset, in order to make a more businesslike presentation of your proposition, you can engage desk room in an office. This will cost only a few dollars a month, and you can work there evenings and use the office address. Your stationery will not, of course, show whether you have only desk room or occupy the entire office. Prospective customers will be favorably impressed with the fact that you have an office and do business in a businesslike manner. Later on, as your business increases, you will be able to rent an entire office, unless for some reason you prefer to conduct your business entirely from your home. The only objection to the home-office plan is that it may give the impression that you are a novice or have not much business to attend to.

8. Stationery.—It is very important that an advertising man should have good stationery. There is only a few dollars a thousand difference between the cost of cheap letter paper and high-grade paper. You should use a fair quality of linen bond paper about from 6 to 8½ inches wide by 9 to 11 inches long. The usual typewriter size is 8½ in.×11 in., but smaller sheets make neat letters. Your name, business, and location of office should be printed on your letter paper, and your name and address on the envelopes. This printing should be carefully done. Nothing stamps a man as a beginner so quickly as freak stationery. A careful study of the letterheads of prominent advertising agencies and successful advertising men will demonstrate that the greater the firm, or the greater the man, the more simple and dignified is the stationery. Such terms as “ad-man,” “ad-smith,” “ad-carpenter,” “ader,” “adtorney,” etc. impress hard-headed business men as being

labored efforts at smartness, and as this same smartness is exactly what discerning people wish to avoid in their advertising, such stationery is very likely to prevent its owner from doing business.

In Figs. 1 to 13, inclusive, are shown a number of samples of business stationery. These are given merely as suggestions. There would be variations in price due to the quality of the paper and the number of colors used in printing. For most purposes, one color of ink is sufficient, and that should be black; or perhaps dark brown, or dark blue, or dark green. If a second color is used, it must be with discretion, as it is likely to detract from the dignity of the letterhead, unless used sparingly and tastefully. If economy is necessary, it would be better to use a good quality of paper with one ink, instead of poor paper with two inks. It is best to use a fairly heavy paper, as an impression of solidity and conservatism is given by the feeling and weight of good paper. If the writer can afford the extra cost, he can have stationery that is very distinctive by having a hand-lettered design something like that of Fig. 13, which is printed from a zinc etching, or it may be printed from a steel plate as in Fig. 1. A neat imprint from a steel plate cannot be surpassed for dignity or elegance. A good point to consider in selecting paper is its adaptability to pencil sketching and pen-and-ink drawing, because it is often desirable to make a layout of an advertisement on stationery that will identify the advertisement writer, rather than on a blank sheet of paper. Any good linen or bond paper is suitable for pencil or pen. It is advisable to have a supply of blank sheets that can be used after the first sheet in a letter consisting of more than one sheet. It is not good form to use printed letterheads for sheets after the first. Write only on one side of the paper.

Ruled paper should not be used in any case. Business letters nowadays are almost universally written on the typewriter, and for this purpose the page must be left blank. If, however, you cannot afford a typewriter and must write with pen and ink, place a heavily ruled sheet underneath the sheet on which you are writing. This will enable you to preserve the uniformity of slant and the spacing of the lines.

9. A supply of billheads (see Fig. 14) is not necessary at the start, as a bill can be written on a letterhead, but if the writer's resources will permit, he should use billheads.

Personal cards are quite necessary in obtaining audiences with business men, or to leave as reminders of your business and your address. The same conservatism and dignity should be used in getting up these cards as with the letterheads. A good quality of wedding bristol should be used, cut to about the size shown in Figs. 15 to 20.

10. Desirability of a Typewriter.—A typewriter is a good investment for an advertisement writer. If you cannot afford the highest grade of machine, there are a number of good ones that sell for \$50 or less, and frequently second-hand machines that will answer every purpose can be obtained for \$20 or \$25, or rented for a small monthly payment.

The chief advantage of a typewriter is that it insures legibility. Many people write letters that they themselves cannot read "after the ink is dry," and few men will bother deciphering writing that is almost illegible. Then, too, the use of a typewriter gives a businesslike appearance to a letter. Typewritten matter is much better for copy than handwritten matter, as it is possible to determine almost exactly the amount of space a given amount of typewritten copy will occupy when set up in type. On the other hand, it is very difficult to make a correct estimate from handwritten copy.

Typewriters that permit a change of ribbon or ink while writing are especially desirable in getting up copy for booklets, etc. to be printed in two colors. The change of inks will show the advertiser just where you wish to use the two colors. In writing letters, a line or expression can be emphasized by running it in a different color, but this should not be overdone, as too much emphasis destroys all emphasis.

11. Miscellaneous Office Equipment.—Before starting to solicit advertisement writing from retailers, the beginner should supply himself with various catalogs and advertisement material—in fact, anything that will help him to give first-class service to any advertiser.

The catalogs issued by leading general and mail-order advertisers are very educational, and the advertisement writer that studies them with the idea of getting new ideas and improving his style will be well repaid. A scrapbook of good advertisements clipped from newspapers and magazines from various parts of the country will prove useful. Paste in all that are distinguished by good display or that show unique arrangement. You may be able to adapt some of these display features to your own work. Clip the good trade marks and the well-drawn illustrations. They will prove suggestive. Every advertisement writer should read the daily papers of several cities in order that he may learn what others writers are doing and thus keep from getting into a rut in his own work. Newspapers of the larger cities publish the work of the best advertising talent and furnish many excellent ideas.

12. Books and Trade Journals.—Early in his new career the student of advertising should begin reading everything useful in the way of books and magazines devoted to advertising and kindred subjects. While reading about the experiences of others is not so valuable as actually having the experience, it should be a great help. The price paid in subscriptions for the best publications is a good investment.

Among the advertising publications may be mentioned *Printers' Ink* and *Advertising News*, of New York, weeklies; *Advertising and Selling*, of New York; *Agricultural Advertising* and *Advertising Age*, of Chicago; the latter three are monthly publications.

The above-mentioned publications pay more attention to the general advertising field than to retail work. *Associated Advertising*, the organ of the Associated Advertising Clubs, is a monthly published at Indianapolis, Indiana, that gives general advertising news from a wide field. The Associated Advertising Clubs also publish at Springfield, Massachusetts, a retail advertising publication known as *Retail Advertising* that bids fair to fill a real need. The *Advertising World*, a weekly published at Columbus, Ohio, is devoted exclusively to the retail field.

JOHN W. BALDWIN

GEOR

NEWSPAPERS
MAGAZINES
OUTDOOR
STREET CARS

The B
CON

Advert
BUFF

The BALDWIN
COMPANY

Advertising Service
BUFFALO, N.Y.

ALDWIN

ARTHUR WILSON

LDWIN
ANY

Service
N.Y.

ADVERTISEMENTS
CATALOGS
BOOKLETS
CAMPAIGNS

Paper
Good-Grade Bond

Type
Powell and Olympia Series

Advertisements and
Follow-Up Matter

ALEXAN
412 UNION
BUFF

ALEXANDER BELL

412 Union Trust Building
BUFFALO, N. Y.



ER BELL

ST BUILDING

, N. Y.

**Illustrations for
Retail Advertisers**

**Paper
Good-Grade Bond**

**Type
Powell Series**

Elmer

ADVER
SALES

32 UN
NEW

HOWARD GITTINGER—Printer—

CHARLES H

ADVERTI
AND TR

BIXBY BLOCK

Allen

ING AND
IPAGNS

QUARE
K CITY

FIG. 4

Zinc-etching reproduction of
advertising man's signature used
with type lines

ertisement Writer—Chariton, Iowa

FIG. 5

ER CAMPBELL

FOR BANKS
COMPANIES

SYRACUSE, N. Y.

FIG. 6

Set in Bodoni capitals

Scranton Life Building
Telephone 281 Apple

Jane Holl
Advertisi
SCR

Frederick Field
Specialist in ADVERTISING

666 Sixth Avenue
NEW YORK

B. STAN
Direct-by

616
DEL

y Leighton

e Retailers

N, PA.

FIG. 7

Set in Bulfinch type. Zinc-etching
reproduction of hand-drawn
monogram

FIG. 8

BORNER

Advertising

th St.

COLO.

FIG. 9

Set in Oldstyle Roman

ADVERTISEMENTS
BOOKLETS, FOLDERS
SALES LETTERS

MARY M
Adverti

641 M
SCRA

Harold
Service f
222

M.O.Hopkin



CARROLL

g Service

on Ave.

N, PA.

SPECIALIST IN
SELLING TO WOMEN
AND CHILDREN

FIG. 10

Zinc-plate reproduction of
hand lettering

anaford
Advertisers

htree
ta

FIG. 11

Zinc-plate reproduction of
hand lettering

• A Advertising

hicago

FIG. 12

Set in Pabst type

Advertising for
RETAILERS

Beatrice f. Bailey

444 Fourth St.
LOS ANGELES

FIG. 18

MARY M. CARROLL

Advertising

Scranton, Pa.

FIG. 19

MAGAZINES
NEWSPAPERS
OUTDOOR
STREET CARS

ADVERTISEMENTS
BOOKLETS
CATALOGS
CAMPAIGNS

The BALDWIN COMPANY

Advertising Service

Represented by
GEORGE A. BALDWIN

"Union Trust Building
BUFFALO, N.Y.

The *Inland Printer*, of Chicago, *The Printing Art*, of Cambridge, Massachusetts, and *The American Printer*, of New York, are useful to a student of typography. *System*, of Chicago, a general business magazine, publishes much of value to advertising men; so does *Salesmanship*, of Chicago.

13. A beginner who expects to make a specialty of dry goods will do well to study the *Dry Goods Economist*, of New York; one intending to make a specialty of shoe advertising should subscribe for and study some publication like the *Shoe Retailer*, of Boston; and so on. There are good trade journals devoted to hardware, furniture, men's wear, groceries, jewelry, and all the other principal branches of merchandise. These trade publications are intended for the retailer and sometimes contain more technical information than the advertisement writer could expediently put into his work, but they give information about the construction, material, style, and selling points of goods that is often more valuable to the advertisement writer than it is to the retailer; besides, these publications contain a great many useful sales experiences, and publish good articles on store management, systems, etc. Some of them publish model advertisements in their particular lines and run departments of advertisement criticism.

As the beginner with a small capital could not afford to subscribe for all of the helpful publications, the best plan would be to send for sample copies and to subscribe only for those which he feels would be worth most.

SOLICITING BUSINESS BY MAIL

14. File of Names.—As it is not always practicable for an advertisement writer to call on advertisers in near-by towns, it is necessary for him to have a system of soliciting business by mail. He should maintain a card file or some other list of names of all the advertisers in his territory, and from time to time should circularize this list with advertising matter intended to arouse interest in, and create a demand for, his work. A good plan is to send specimens of the work he has

16 HOW TO ENTER THE PRACTICAL FIELD

done for some of his customers. If, for instance, he undertakes to furnish a retail advertiser with a thousand folders or mailing cards, he can secure a few hundred extra for his own use at very small cost, and send one to each of his prospective customers. This will demonstrate to them that some leading advertiser finds it profitable to use his services. Such a system will enable him to interest advertisers in his proposition, so that when he does call on them he will get enough business to warrant the expense of the trip.

15. Soliciting Letters.—The best way to bring your business to the attention of advertisers is to send out a series of carefully prepared letters, and to supplement these later by folders, mailing cards, and samples of work done for other advertisers.

Following is a suggestion for a first, or introductory, letter, suitable for use in soliciting an account from a retail shoe dealer:

Dear Mr. Smith:

I am writing to tell you about an attractive window display of shoes I saw not long ago, for I believe this will interest you.

The display was for a special sale of slippers and dancing pumps. The window was one of the parquetry kind and had a permanent background with art glass panels, and the floor was covered with dark green drapery silk. A number of slippers and pumps were displayed on dull brass pedestals, and each pair bore a neat card giving brand name and sale price. In the background were two large figures, a man and a girl in evening clothes posed in the step of a modern dance.

It was the most artistic thing imaginable, and it was good advertising. It gave prices, showed the goods, and suggested their use attractively.

Is your biggest, best show window---your newspaper-advertising space---doing all this for you? It is the one that can say the most and send its message to the greatest number, if rightly used.

And to be rightly used this show window should be "trimmed" by a specialist. Advertising is a science in itself and it is only logical that the man who gives all his time and thought to advertising, who has trained especially for that work, can do it better than one who runs it in as a side line to other duties.

Advertising is solely and exclusively my business. Choosing the right appeals for certain goods and people, selecting and placing illustrations to the best advantage, picking types that get attention, that are easy to read, and fit the subject---these things are as familiar to me as good store management is to you. And when I advertise a store I study every detail of goods, store policy, and service.

We are both interested in selling. Suppose we work together. I should like very much to talk with you about your advertising. I believe that my skill in writing and knowledge of people could prove of great aid to you in increasing your sales.

If you'd like me to call, just sign and mail the enclosed card; it puts you under no obligation.

May I expect to hear from you?

Very truly yours,

The card enclosed should be addressed to the writer of the letter.

As soon as this first letter is sent to the advertiser, a notation to that effect should be made on the list of names of prospective customers. Whenever a follow-up letter, folder, etc. is used, it should be similarly noted on the record, so that the writer will not be dependent on his memory as to what steps have been taken to interest any particular advertiser. Each advertiser that replies to the first letter should, of course, be handled according to his particular case, and further general letters should not be sent to him. A second letter should be sent to all that fail to reply to the first. Such a letter might be worded as follows:

Dear Mr. Smith:

"We are very well pleased with the work you are doing for us," say Lowe & Co., after one week of my service.

Do you think they would say this if I had not made good my claims to increase the selling power of their advertisements? Don't you believe that a man who devotes all his time and thought to advertising can do better advertising work than one that does not make such work a specialty? Isn't this logical?

I study the business and goods of each of my patrons exhaustively, and the advertising service I give prevents waste, and makes every dollar of money and every inch of space do its best. I enclose a specimen advertisement that I prepared for your store, though, of course, I can't do my best work until I have studied your goods and talked with you or your salesmen.

How does my proposition appeal to you? I want one shoe store on my list (I serve only one store of a class---never serve competitors), as I have some good ideas on shoe advertising. I'll write half a dozen advertisements for you, and if you are satisfied with them, we'll then talk about terms. If you are not fully satisfied with the advertisements, your trial of my services places you under no obligations.

May I hope to hear from you soon?

Very truly yours,

The preceding letters are offered as suggestions, not as forms that should be copied word for word. A soliciting letter should reflect the individuality and ability of the writer.

Booklets, folders, and proofs of good advertisements that the writer has prepared for other advertisers make effective enclosures.

16. Mail Folders and Cards.—One or two mail folders may profitably be used by the advertisement writer, provided they are original and forceful. If folders are deemed too expensive, a series of mailing cards may be prepared, using

good colored stock, bearing on the back some attractive illustration and strong copy. These folders and mailing cards must, of course, be very attractive, for they will be regarded as specimens of the writer's skill. This does not mean that expensive or elaborate printing is required. On the contrary, if an advertisement writer can get up something very attractive that can be produced cheaply, it is an evidence of his skill and economy that will appeal to the advertiser.

The following copy was used in folder form by a practical advertising and sales manager to market his services in a better position. The writer's photograph was on the cover.

I AM in a quiet, careful search for an organization which can make full use of my talents and experience as sales and advertising manager.

I was born on a farm, the son of an old-time Indian Scout. My mother's father was a "forty-niner." From these two I inherit some of the qualities of the "iron man" who knows no time-clock.

Graduation from high school was followed by a business course, later by the Y. M. C. A. night schools and home study.

At seventeen I left my Nebraska home to hustle for myself. Nineteen and twenty found me statistical editor for a trade journal. Twenty-one years, I am married and later assistant catalog compiler for Omaha dry goods firm. At twenty-three I am owner of country newspaper and print shop. At twenty-six I am editor of national trade journal and at thirty I reach my present position as sales and advertising manager of the Wales Sulky Company, and its chief office executive. I write all ads, booklets, and sales letters. Having bought and sold printed matter and advertising space I know their cost.

At thirty-one it is not a pleasant prospect to look forward to spending the next 30 years in a \$2,000 job. I am the sales executive of the largest manufacturer of racing vehicles in the world, but the field is limited.

The best and ripest years of my life are to come. Whoever employs me will get me at the right moment.

Correspondence invited. Available any time within next six months.

Address:

NATHAN A. JAMES
Blairsville, Pa.

In Fig. 21 is shown a reduction of a page advertisement *in* a trade paper. This advertisement illustrates an excellent idea that might be adapted to a mailing card for soliciting advertisement writing.

The four-page circular of the Foley Advertising Agency, here reproduced as Fig. 22, is an excellent form of argument.

THE SHOE RETAILER.

109

Make your newspaper talk!

What's the use of digging down and paying the printer unless your advertising pays you?

And what's the use of stopping your ads, and saying, "Oh, advertising does n't pay," when you *can* make it fairly drag folks into your store?

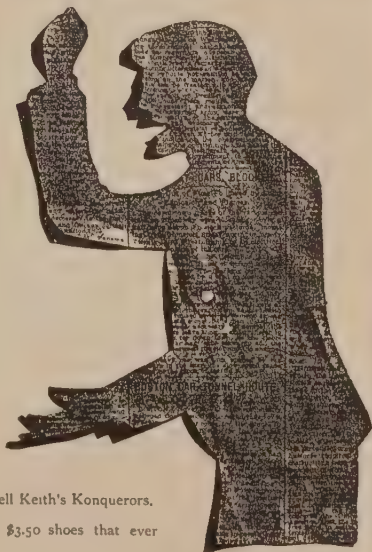
Our book on advertising written by the *Keith's Konqueror* Adman, will enable you to publish small ads that are at least as clever and profitable as Rogers, Peet & Co.'s and Tom Murray's.

Our "great idea" for window talks will crowd the sidewalk before your windows.

Both of them are free—if you sell Keith's Konquerors.

Keith's Konquerors are the best \$3.50 shoes that ever covered men's feet.

Why don't you write?



Preston B. Keith Shoe Co.

CAMPELLO, MASS.

FIG. 21

This circular is one of a series, each making one strong point.

The Way to Keep Moths Out of Goods



MERCHANT once asked an enterprising acquaintance if he could tell him how to keep moths out of his stock of goods. "Sure," was the answer, "just advertise."

But space in a newspaper is only space. Its value depends on what you put in the space. You can get the full worth of your money only by giving careful attention to your advertising.

Perhaps you haven't time to write good advertisements. Then don't substitute a few cleverly turned sentences and general claims for real information. Let me come to your place of business and study your goods or your service from the prospective customer's point of view. Let me dig for the interesting facts—the things that will make people want to do business with you.

I've had long training in the selling of goods by the "salesmanship-in-print" method. If your sales are not what they should be, I can help you.

May I call for a talk?

FRANK J. DELANEY
Connell Building

The Case of the Advertiser Versus the Lawyer



OMETIME ago a lawyer said: "Well, I suppose I see advertisements, but really I don't believe they have any effect on me. I never buy a thing because I see it advertised."

"Is that so?" replied his friend. "What make of hat do you wear?" "Stetson," was the reply.

"What brand of shirt?" "Manhattan."

"What kind of collar?" "Cluett."

"What clothing?" "Kuppenheimer."

"What shoes?" "Regal."

"That's all," said the questioner, laughing, "except that I noticed you signed that letter just now with a Waterman Fountain Pen."

The lawyer, like thousands of others, was wearing from head to foot purchases made as the result of the unconscious effect of advertising.

Advertisements help people to decide what clothing to wear, the kind of food to eat, what furniture to buy, and so on.

In the old days, people were expected to go to the stores for information. Today it is safe to say that shoppers make up their minds wholly or partly about half of their purchases before they start out to buy.

If you'll allow me, I'll make your goods or your service as well known locally as the goods mentioned above are known nationally.

FREDERICK FARNHAM, "The Silent Salesman"

118 Main Street Telephone 308

Figs. 22, 23, 24, 25, 26, and 27 are examples of circular matter that could be used advantageously by the advertisement writer under certain conditions. Figs. 23, 24, and 25 show only the matter and the typography—not the stock. Such pieces of printed matter as those suggested by Figs. 26 and 27 are unusually convincing, because they give specific examples of the advertising man's work. These examples should not be

WHEN you are sued, or need legal advice, you call on a man versed in the law.

When you are ill, you send for a man who has studied and practiced medicine.

When you have a catalog, a booklet, or an advertisement to write, or want a plan for promoting something, isn't it reasonable to suppose that you will save time, trouble, and money by sending for an advertising specialist?

FREDERICK FARNHAM

"The Silent Salesman"

118 Main Street

Telephone 308

FIG. 25

copied; they are given merely as suggestions. The body matter in the specimen of good copy shown in Fig. 26 is set in 6-point in order to get the circular down to the size of the pages of this Section; the original size of the body type was 8-point.

All specimens of the advertisement writer's work should bear either his monogram or his name. These need not be conspicuously placed, but will serve as a means of identification.

A
Few
Tips

Talk No. 1

A Few Tips on E

Advertising is the steam of business. Your star salesman cannot talk effectively about your commodity to more than two or three people at a time. Through the right

Stylish 3-Button Cool Suit

It will be just the thing with young men this season. In one of the new serges or crashes it will be a handsome suit—that is, if it's one of ours. Medium-long lapel Coat just long enough to have a distinctive, dressy appearance.

Made to Measure
For \$27

Note the fine tailoring of the shoulders. Illustration is drawn from a photograph of one of our suits. Our cutter brings in the waist-line just right—doesn't get the overdone, effeminate effect.

Come in and get samples of new suitings and a copy of our new Style Book. Open Wednesday and Saturday evenings until nine.

Barnhart & Mosher

25 BROADWAY



kind of advertising, you can tell thousands of people about your goods or your service. No advertiser should be satisfied with merely keeping his name, or his name and the nature of his business, before the public in an advertisement of the uninteresting standing-card style, when he can get this general publicity with advertising of the informing style and at the same time tell facts about his commodity that will bring direct sales.

“Let the goods talk.” Let your advertisement be a bit of interesting store news, just as you would tell it over the counter. When you merely claim that you have the best line, that your workmanship is faultless, or that your prices are the lowest, you are asking people to take your word for an exceedingly broad statement; they are not likely to do it. It’s surpris-

ing, though, how even a little space, if it is filled with interesting matter, will be seen and read. With a good heading and skilful display, a

Effective Advertising

A small, well-written advertisement may be made to attract much favorable attention. See the example on the left-hand side.

It's a fact, however, that few advertisers know how to make their own goods talk or how to get illustrations that really illustrate. "Making goods talk" is my business. I find what will interest the public, and I tell it convincingly. The Barnhart & Mosher advertisement is an example of my work. There's nothing about this advertisement that makes people say, "How clever!" or "How cute!" It merely makes young men think, "I guess that's the suit for me." Now, doesn't it make you feel that way? Mr. Mosher won't let me tell how many suits the advertisement sold; he's afraid other tailors would be after me! But compare my good work with this indefinite ready-made syndicate advertisement. Yes, the commonplace syndicate stuff is cheaper than my work, but—Will you let me call for a talk about your advertising? A talk will not place you under the slightest obligation.



Considering the Question

A good many men, about this time, are considering the question of suits for summer. Let us persuade you to consider our guarantee of

- The Choicest Materials.
- The Correct Styles,
- Superior Workmanship,
- Faultless Fitting.

That graceful, easy, stylish air which we give garments cannot be successfully imitated in ready-made clothing.

BLANK & BLANK
Broad and Main Sts.

FREDERICK FARNHAM, "The Silent Salesman"

Telephone, 308—118 Main Street



The
Bargain
Sale

Talk No. 2

The Right Kind of Bargain Sale



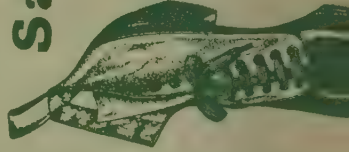
NOTHING appeals more strongly to most people than the opportunity to buy something they want at a price a little lower than usual. The bargain idea is one of the greatest business producers, but it is so grossly abused that it has its dangers. Remember that sales from reduced-price goods are not likely alone to make the store a lasting success.

Unless the bargain sales are conducted so skilfully that many of the purchasers are likely to become regular customers, little good comes of offering reduced prices.

Rightly conducted, the special-price sale gives the merchant opportunity to dis-

Sample Shoes, \$5

Regular Prices, \$6 to \$8



We have about enough left for a day's selling. A manufacturer's sample line. Not a lot of shoes made up to sell for a low price, but the best the manufacturer knew how to turn out and by which he marketed his entire product. Excellent shoes in all the latest shapes and leathers. No reason in the world why they should not bring full price except that we have only one or two of a style and they are confined to sizes 6½, 7, and 7½. Patent Leather, Vici Kid, Gun Metal, Box Calf, in laced, button, and Blucher styles.

If you are a judge of shoes you'll see the value when you look at these. Not a shoe in the lot worth less than \$6, many of them worth \$8. We

seconds, odd sizes, out-of-date patterns, overstocks, slow-selling goods, etc., at or near cost; and it gives him a good chance to add to his list of regular customers.

You are doing a good business, perhaps, but there are hundreds of people that should be customers of yours that have not acquired the good habit of coming your way. The "just-remember-me-when-you-need-anything-in-my-line" kind of advertising won't bring them. Effective advertising is scientific salesmanship in type and picture; few people know how to prepare such advertising.

There are goods in your store now—in the front room, the back room, or upstairs—that should be turned into cash at special prices, and that can be turned into cash at special prices with general benefit to the business if you'll let me take charge of the sale. I'll not exaggerate. I'll not be sensational. I'll not make you appear ridiculous. I'll merely tell the buying public the truth, but I'll tell it in such a way that people will believe and come to buy. Part of the extra profit will pay for my service. May I come in to help find the bargains and to explain how they should be offered?

FREDERICK FARNHAM, "The Silent Salesman"

Telephone, 308—118 Main Street

PHILIP KIRKMYER & SONS

Eighteenth and Main Streets

One of my Bargain Advertisements



17. Taking Care of Customers.—It is folly to spend a lot of time and money securing business, only to neglect it. The advertisement writer should aim to secure only as many customers as he can care for properly and hold permanently. This can be done only by giving perfect satisfaction—by maintaining always the highest efficiency in his work. Every advertisement should be the best the writer can produce, as he never can tell which one may be considered by a prospective customer as a fair sample of his work. He should be constantly on the lookout for new ideas, new cuts, or anything that will enable him to improve the service he gives to customers. He should be systematic in his business methods, keep accurate accounts of all his dealings, and pay his bills promptly.

A reasonable amount of system is a very valuable thing in any business, although in these days, when large concerns are engaged exclusively in furnishing office equipment, card files, etc., there is a tendency to overdo the matter of system. The advertisement writer can get along and make a living without an elaborate system, but he must get business. Therefore, the business should come first and the system afterwards. Until the business gets large, all the writer will need will be a cash book, a journal, and a ledger, in which he may keep his accounts. In addition to the card file of prospective customers, he will need a file of all his active customers.

18. Agency for Novelties, Etc.—It is possible for an advertisement writer to pay part of the running expenses of his business out of commissions that can be made on the sale of advertising novelties, fans, calendars, etc. furnished by various manufacturing concerns. A line of samples is all that is required for this work, and it can be conducted without interfering in the least with the advertisement writing.

HOW TO GET A POSITION

19. In looking for a position in the advertising world, the first requisite, of course, is that the applicant be able to do good work. No man should seek a position that he knows he cannot fill satisfactorily. Nowadays, business men look up the record of any man whose employment they are considering, and it is not well for the man if the prospective employer learns that he has been found unsatisfactory in some other business; the applicant will at least have to explain why he left his last employer.

Then again, if a man takes a position that later proves too hard for him, he is likely to lose confidence in himself, and, nowadays, self-confidence is perhaps the most important qualification for any person that wishes to succeed. No one believes in a man that does not believe in himself. No employer wants a man that merely *thinks* he can do something; one who *knows* he can is the one that is wanted. It is not sufficient for an advertisement writer to say that he is a graduate of a school of advertising. A man might be a graduate of the best school or college in the country, and yet be unable to earn more than a dollar a day. No amount of schooling will take the place of brains or energy. A diploma from a school of any kind is simply evidence that the possessor has made an effort to acquire a technical knowledge of the profession in which he proposes to succeed.

The only thing that interests an employer is the kind of work that can be done by the applicant for a position. So, before you can expect to get a position, you must show your prospective employer that you are capable of earning the salary that goes with the position. You must convince him that you can successfully and profitably advertise his business and that your advertising will sell enough goods to more than pay your salary and the expenses attendant on your work.

The inexperienced man should not expect to get a position as chief copy-writer for a leading agency or a position as advertising manager of a large department store. He should try either for a position as advertisement writer, solicitor, or advertising manager of a small- or medium-sized business, or for a position as assistant to the advertising manager of a large firm. As he gains experience, he may properly aspire to something higher.

It is sometimes necessary for a man whose previous business experience bears no relation to advertising, to make a temporary sacrifice of salary in order to enter the advertising field. He may, for example, be working as a railroad clerk at \$85 a month. Unless he should be able to find a position as advertising man for a railroad company, his railroad experience will be of little value in his advertising work, and he may have to take a position at \$75 a month. But the ultimate outcome—not the immediate reward—should be the chief consideration. A position that pays only \$15 or \$18 a week but which opens the opportunity to climb to several thousand dollars a year, or perhaps even more, is better than a position at \$100 a month that affords no opportunity to get much above that. A great many beginners hinder their chances for success by expecting too large a salary at the outset.

20. Different Plans of Getting Positions.—A salaried position may be secured in various ways: (1) By calling on or writing to those who advertise for help; (2) by applying by letter or in person to those likely to need such service as the applicant can render; (3) by advertising in the advertising trade papers or other trade papers; and (4) by registering with employment agencies. The different methods are listed in the order of their importance. It is well enough to register with all employment agencies that will wait for their fees until they have actually assisted the person that registers with them to secure a position, but great care should be taken to find out what service will be rendered before paying anything more than a nominal fee to those who demand compensation before bringing the applicant and the position together. The student

of advertising should not depend on any employment agency. His business is that of advertising and promoting, and he should have ability enough to market his own services. To assume a helpless attitude and look to friends or bureaus to sell his service is a confession of weakness.

Strong letters to those who advertise for advertising men and to those likely to be able to give employment should prove fruitful. The applicant should send specimens of his printed work or work that he has laid out carefully. It costs little to have a good advertisement set up and to get a hundred proofs on book paper to use as enclosures in letters of application, and as few applicants take the trouble to do this, the one who does has a decided advantage. One first-class specimen of work is better than a bundle of mediocre specimens. Every advertisement writer should keep a complete scrap book of all his best published work, in order that he may show it when proof of his ability in this direction is required.

Be confident in dealing with prospective employers but do not be a "know-it-all," for the wary advertiser is likely to set a trap for the person that thinks he knows everything. The capable novice may ask for a reasonable compensation for his services, but he should not expect to receive the pay of an experienced man. Neither the salary nor the hours of a place should be as important as the opportunity to get good experience and to advance.

21. Advertising for a Position.—It does not cost a great deal to insert a classified advertisement or a small displayed advertisement in one of the advertising magazines or some other trade journal, and it is possible to get in touch with a good position by this method.

When he who knows, or thinks he knows, just how advertising should be done, starts out to advertise his own ability he should give a demonstration of effective advertising. Advertising service is a commodity just as much as shoes or canned beans or laundry work. If the writer of advertisements or the planner of advertising campaigns does not, by the advertisement of his own service, impress the business man favor-

ably, the chance for convincing the business man that the writer can help him is not good.

Remarkable as it may seem, few advertising men—whether seeking a salaried position or trying to sell special service of some kind—follow the plain principles that they preach to advertisers. They tell the advertiser that he should make definite points rather than general claims, that earnestness and a few paragraphs bristling with interesting facts are worth a great deal more than twice the space filled with clever or smart statements. Yet it is rare that the advertisement writer in his own advertisement scores so earnestly and convincingly that the employer becomes interested. The difficulty seems to be that the writer rarely puts himself in the advertiser's place—does not seem to ask himself, "Now, how will this idea or statement strike an advertiser who perhaps has been discouraged and disappointed several times, who thinks he knows his business well, and who is continually solicited by 'smart' persons who want to show him how to promote his business?"

It cannot be successfully denied that a certain class of business men are attracted by cleverness, and it is not safe to say that all clever efforts are inadvisable. But in any case care should be taken to be rational. If the applicant can be clever while being in earnest, there is no objection to the cleverness. It is an advantage to be different if being different means greater effectiveness.

22. Examples of Advertisements of Advertising Ability.—Fig. 28 is a reproduction of a number of advertisements (most of the addresses have been omitted) that have appeared in various publications devoted to advertising. All of these advertisements are weak in some respect. In the advertisement at the top of the list, "Expert" boldly asserts that he can make a quick success of *any* unsuccessful mail-order business. This statement may appeal to advertisers who expect the impossible, and as it was probably intended to appeal to that class, it may have been successful, but such a statement surely will not command the interest and confidence of the thoughtful business man, for no advertising man can

make a success of every unsuccessful venture. To make such a claim is to court discredit. The second advertisement in the list is too general to make an impression. The third advertisement makes too strong a statement to command confidence from conservative readers. The fourth example merely sets

ADS—I CAN MAKE A QUICK SUCCESS OF ANY
unsuccessful mail-order business. Send for free
booklet. EXPERT,

AD-WRITER OF EXPERIENCE DESIRES TO
handle copy end for few good firms (any line). If
my ads are not better than your competitors they cost
you nothing. Address,

FOR \$3 I WILL WRITE YOU AN AD OR CIR-
cular to quickly pull \$100 worth of business. Unsuc-
cessful mail-order men can make big money by writing
me. Send for free booklet. WILSON,

ADVERTISING MANAGER WILL HANDLE ONE
account in spare time. Ads, Cuts, and Booklets that
get the business, my forte. Moderate salary. Remember,
I want but one account. E.

YOUNG MAN HAVING COMPLETED A COURSE
in ad-writing, is in a position to plan and produce
profitable advertising. Will write copy for a limited num-
ber of advertisers. "E. P. C."

I WRITE, DESIGN, AND PLAN ADVERTISING
matter, both by contract and by the piece. Sample
ad only 25c. Write SPECIALIST.

AN OPPORTUNITY TO WRITE BUSINESS-GET-
ting advertisements for progressive business men.
Cuts furnished free. G. A. C.

AD-WRITERS ATTENTION—I HAVE JUST COM-
pleted course in ad-writing and am looking for a
position in this line, affording the opportunity to take over
a part interest in the business. Location in the Middle
West preferred. Address "INTEREST," care of—

GOOD PRACTICAL ADVERTISEMENTS WRITTEN
for any line of business. Folders, cards, and news-
paper work. B. A. L.

MAIL-ORDER CATALOG, EDITOR, COMPILER,
Merchandise, Ad and Follow-up Writer. Get an
expert while you can. Address "RESULTS,"

AD-WRITER DESIRES POSITION; TRIAL PROVES
ability. WILLING,

FIG. 28

forth the claim that the manager's work will "get the business." The claim being unsupported by fact or reason, is weak. The fifth example makes a leading point of the fact that the young man is a beginner—an injudicious thing to do. This beginner need not have stated that only a limited number of advertisers' work would be taken; having started wrong, there

was not the slightest danger of his being overwhelmed with work. "Specialist" begins with an uninteresting detail and then sets a price that does not support his claim to be a specialist. "G. A. C." tells advertisers that they have an opportunity to get his service, evidently expecting that they will hasten to take advantage of the opportunity. "Interest" shows his ignorance of conditions by expecting some one to give a part interest in a business to a man whose only qualification seems to be that he has completed a course. If the course has developed any special ability or the man has had any special experience, the facts should have been stated. "B. A. L." claims that he can write good, practical advertisements for any line. The statement may possibly be true, but it lacks the definiteness necessary to make an impression. The advertiser is more likely to be interested in the statement of some one who tells about special ability or experience in advertising articles or service such as the advertiser sells. And this suggests that advertisement writers do well to specialize on certain lines of work and to advertise these specialties. A financial advertiser is likely to be attracted by the fact that an advertising man has had special experience in financial advertising; a real-estate agent will be attracted by the announcement that the writer specializes on real-estate work; and so on. "Results" starts out well, but weakens his advertisement by the sentence, "Get an expert while you can." "Willing" shows by his advertisement that he knows little about the writing of good copy, for his leading point is that he wants a position—a point of no interest whatever to an advertiser.

There seems to be an unfortunate tendency on the part of beginners to call themselves "experts." Such terms may appeal to new and small advertisers, but they do not make the right kind of impressions on experienced advertisers, unless the one who makes the claim is really an expert and can prove his claim.

There is no need to be ashamed of being a beginner. But it is a disadvantage to be a beginner when there are experienced men in the field, and if the beginner is wise in his dealings with most advertisers he will not make a leading point of

the fact that he is a beginner. The important thing for the advertisement writer to do is to tell definitely what he has done, what he can do, or what he thinks he can do, and ask a chance

LAYOUT MAN—YOUNG MAN, 26, ESPECIALLY well qualified for laying out fine printed matter, and who is a tactful solicitor, wants a position with a well-equipped printing house or in the advertising department of some concern that wants A No. 1 printing. Address "T. H. M.," care—

CAPABLE ADVERTISING MAN, 35, MARRIED, experienced in mail-order, circular, letter, trade-paper, newspaper, and outdoor publicity, seeks position in New York City after August 1. Refers to present employer, whose business was increased 20 per cent. during last year. "RELIABLE," care—

COPY-WRITER AND CORRESPONDENT, 21 YEARS old, wants position with mail-order firm or advertising manufacturer.. Can send specimens that show marked skill as writer of sales letters and other copy. Good systemizer. Thorough office experience. Optimistic, hustling spirit. Doesn't mind long hours. Salary, no object. "Young man who wants a chance," care—

ADVERTISING MAN EXPERIENCED IN CATALOG and booklet compilation open for position. Wide knowledge of type faces, sizes, styles, and cost of printing. Writer of forceful copy. Reasonable salary until worth is proved. Further information, address CATALOG,—

SOLICITOR WITH FIRST-CLASS RECORD WITH daily in town of 5,000 wants to hear from publisher of a large daily who needs a man that can create business. Can plan campaigns and prepare copy. Now earning \$20 a week on commission basis. Clean habits. HUSTLER, care—

HIGH-GRADE STENOGRAPHER, YOUNG MAN OF 20, who has been a hard student of advertising for a year, wishes to get with a progressive advertising agency where he will have an opportunity to see things. Strong in English, and has good address. Can write good copy for advertisements, letters, and booklets, is proficient in proof-reading, etc., but doesn't think he knows it all. BEN PIR, 111 Elm Avenue, Cortland, N. Y.

COMPETENT ADVERTISING MAN WITH EXCEP- tionally good descriptive vocabulary; working knowledge of printing, illustrating, engraving, electrotyping; experienced in publishing and editorial work; knows circular, letter, follow-up, outdoor, newspaper, and periodical advertising. Would be especially valuable to concern using large quantities of printed matter. Am worth more than I expect to get—at first. If you think you might use me, address CHAS. S. AMHERST, 88 Eighth St., Columbus, Ohio.

"THE ADVERTISING OF INVESTMENTS" IS THE title of a booklet that I send free to those having investments to advertise. It contains some "shop talk"—investment advertising being my specialty—but it may save you money. A. D. MOTT, Majestic Bldg., Detroit, Mich.

FIG. 29

to prove his ability. If it becomes advisable for him to talk about the course of study that he has completed, he should show that he values it only at its true worth, that he does not

believe it taught him all there is to be learned about advertising. Figs. 29, 30, and 31 are examples of effective advertisements of advertising service. Note that these advertisements deal with specific qualifications. They are likely to strike the "responsive chord" in some advertiser's mind. Fig. 31 is unusually long for an advertisement of its class, but it is unusually strong. It draws a faithful pen-picture of a young man who has the knowledge, the experience, and the spirit to make a success.

23. Importance of Having an Interview.—By all means go to see the person advertising for assistance or needing it. If you can afford it and the opportunity seems to be what you want, offer to go for an interview at your own expense. No man is likely to engage an employe for a responsible position before seeing him. By taking the initiative and offering to come on immediately, you may get ahead of some other man that writes the advertiser that he will come on if his expenses are paid. In going for an interview, take along a scrapbook of your best work, also any letters you may have from advertisers telling about the results of your work.

When you are asked to call for an interview, your personal appearance and your conversation should be such that the favorable impression will continue. You will be observed critically. Don't go with the smell of liquor on your breath or with cigarette-stained fingers. Have your hands and fingernails clean, your face well shaven, your shoes polished. Let your collar, shirt, and cuffs be spotless, your hat and coat brushed. If you have not already learned the fine art of courtesy, it is high time to begin. Politeness is a valuable business asset. When an applicant closes the door carefully and immediately takes off his hat, showing well-brushed hair, he has

WANTS POSITION IN ELECTRICAL WORK

Single man, 30 years old, with two years at Lehigh in electrical engineering and a fair knowledge of advertising, wants position where he can devote his energies to promotion of electrical products. Hard student and worker. Familiar with trade-paper field. Interesting specimens of work sent on request.

Dynamo, care_____

FIG. 30

made a good start. Little things count. A capable applicant once lost his chance at a good position because he nibbled his finger-nails while awaiting his turn to talk.

The interview does not, however, take the place of a letter, for a man's chance for an advertising position depends largely on his written work. Let your written application be com-

Is this

YOUR Young Man?

There's a young man in Chicago who wants to become connected with a publication that has *real* advertising to sell, like —Everybody's —McClure's —Saturday Evening Post;

or, with an advertising agency that offers *real* service, like—

—Calkins & Holden—N. W. Ayer & Son —Long-Critchfield Corporation.

Briefly, his specifications are: 22 years old; 4 years' experience in the newspaper and advertising business; 2 years as advertising solicitor and general utility man on a small morning daily (3,000 circulation); 2 years in various capacities on prominent class weeklies; first in charge of circulation, then in charge of the editorial end of the business departments, and more recently as advertising solicitor.

He has written a limited amount of advertising copy (some of which has been called good), has had experience as a reporter; is thoroughly accustomed to meeting people (but isn't what is generally known as "smooth"), and in a small way, has been a successful business developer.

One man, under whom he worked for 14 months, has written: "He has demonstrated his integrity, energy, persistence, and loyalty to a degree that means much for the future." And the publisher of that small daily: "He has the capability to make good in any line associated with the advertising department of a publication."

His present salary is \$25 a week. He is willing to leave Chicago, if necessary.

The opportunity he is looking for is an *exceptional* one; but he believes he is that kind of a young man.

Address F. H. S., care Printers' Ink.

FIG. 31

If you are energetic, free from bad habits, have had special experience of any kind or can do something particularly well, don't leave it to the prospective employer to guess all these things. It is better to give a brief list of your business connections, telling why you made each change.

plete and to the point. Then be quick to supplement this with an interview, which will bring your personality into play and strengthen your cause—if you have an attractive personality.

24. Letter of Application.—A great deal depends on your letter. You cannot expect favorable consideration if your letter is poorly constructed, badly punctuated, or contains misspelled words. Try to be clear. Don't be humorous or too clever. A typewritten letter is better than a pen-written one. Don't use hotel or club-room stationery. Send copies of your indorsements, but don't send too many. Get indorsements that tell something about character, ability, experience, or good work.

Don't be content merely to write that you want a position.

25. Letter in Answer to an Advertisement.—The kind of letter to write in reply to an advertisement depends entirely on the advertisement. The advertiser knows what he wants and will give details in his advertisement; the reply should meet the points of the advertisement fully and squarely. If the advertiser asks age, experience, details of education, etc., care should be taken to see that the information is given. Much is said nowadays about the value of the short letter, but while the applicant should avoid repetition and should omit unessential details, he should tell the advertiser all that is desired, if it requires several pages. Many advertisements nowadays specifically ask applicants to give full details in their first letter.

Suppose you desired to write a reply to the following advertisement:

WANTED.—Young man with sound advertising ideas, as assistant to advertising manager of large manufacturing concern. Must be good correspondent. Experience in any kind of advertising work will be helpful. Give full details with first letter, state salary now received, salary expected, age, etc. A. B. C., care of Printers' Ink.

The fact that this advertiser is a manufacturer and needs a good correspondent gives a strong opening to an applicant that is a good correspondent. A letter something like the following should command favorable attention from the advertiser:

A. B. C., care of PRINTERS' INK,
New York, N. Y.

Dear Sir:

I really want the position you advertised in PRINTERS' INK, and ask an opportunity to prove that I am qualified for it.

For more than a year I have been a close student of everything relating to advertising, have completed a correspondence course in advertising, and have read everything I could get hold of in the way of advertising books and magazines. I have had much experience as a correspondent and am considered a good one.

I am twenty-two years old, and am not married. At present I am employed as bookkeeper with Mertz & Co., of this city, which position does not afford any opportunity to prepare advertising matter or advertising plans. It, furthermore, does not afford any opportunity to advance, and even if I have to make some temporary sacrifice of salary, I want to get where I can get experience and be able to do some creative work.

I am at present receiving \$75 a month. I feel that my general business ability, coupled with my ability as a correspondent, warrants my asking for that salary in taking a new position; but if the place you have to offer is--as I believe--the kind of place I am looking for, we can certainly agree on the salary question.

With this letter you will find some carbon copies of letters I have written. I now dictate most of the correspondence of Mertz & Co. I feel thoroughly capable of taking charge of the correspondence of any firm where the subject matter is familiar or is such that I can become familiar with it. These letters will give you an idea of my style.

I attended the Temple Business School, of Philadelphia, nearly a year, studying bookkeeping, business law, and English composition. Since leaving school, I have studied persistently everything that promised to be helpful to my business education. I was for a year with Milburn & Co., of this city, as assistant bookkeeper, and then took my present position.

I can refer you to my present employers, to Milburn & Co., and to Mr. Samuel Elkins, publisher of THE EVENING ITEM, of this city, who has been very kind to me during the study of my advertising course and who is familiar with my ability and reliability.

Note the enclosed original advertisement for a manufacturer of this city. This will give you a little idea of my advertising ability.

I'd like to have the privilege of talking the matter over with you, and if you are where I can reach you, will arrange for an interview.

May I hope to hear from you soon?

Yours very truly,

26. Unsolicited Letter of Application.—A letter that is not an answer to an advertisement need not give as many details as one that is sent to a prospective employer advertising for help. The following is a good example of a letter written to a firm that has not advertised for an advertisement writer, but may possibly be able to give employment to one:

Mr. W. H. Hammond, Advertising Manager,
Williams & Brown, Newark, N. J.

Dear Sir:

You're busy?

All right, please lay this aside until you can read it without interruption.

Now!

You are perhaps rushed in your advertising office and need a young man to assist; not one totally unacquainted with advertising and selling methods, but instead one who has had enough experience to take hold of your work and do it willingly, easily, and thoroughly.

Perhaps you have just the opening for a fellow 21 years of age---one who has had six years' general office experience, but principally and more directly connected with the Sales Department of a large National Advertiser---one who has learned of modern selling methods, to operate the typewriter, to be an excellent correspondent, AND who has recently finished a complete Advertising Course with a well-known school.

The enclosed advertisement, which is entirely original work, will give you some idea of his style.

About the young man in question:

His future with the above concern looks good---but not good enough to suit him. He wants his future confined strictly to the advertising field and wants to get in touch this month with some advertiser who could use him in that capacity.

In order that his qualifications and experience may be best presented he will gladly arrange for personal interview with any one interested; no matter where you live.

Think now, could you use such a fellow---to advantage? If so, write him---that's me!

Yours respectfully,

HSW

The preceding letter is not intended as a form that will suit any particular case, but is offered as a suggestion. Such a letter as this, neatly typewritten and enclosing a carefully prepared advertisement, should attract favorable attention, and in most cases will result in the applicant's name being put on

the waiting list. It is a good plan to send out dozens or even hundreds of such letters, securing the names of advertisers from the newspapers or the magazines and selecting those branches in which the applicant feels he can do best. For instance, such an applicant as the one whose qualifications are described in Fig. 30 would do well to make up a list of electrical manufacturers from trade journals or directories, and to solicit the entire list. The expense of such letters is little if it will put the writer in touch with a desirable position that will open a useful career. Where many letters are sent, it is sometimes a good plan to have a specimen advertisement set up and to enclose a proof of it with each letter. A specimen of one's work is an actual example and means more than a claim.

27. Preparing for Openings.—The large newspapers, the trade papers of the class of the *Dry Goods Economist*, the *Shoe Retailer*, etc., and the advertising publications frequently contain advertisements for competent advertising men and women. While most of these advertisements specify experience, the bright beginner need not become discouraged, for employers specify this qualification only because it usually means a higher grade of ability. If the beginner has the necessary ability and can show that he has, it is often possible to get a position even where experience is specified in the advertisement. Some employers prefer to have a beginner whose ideas are more elastic, so to speak, than an older man whose habits of thought are firmly fixed and who sometimes adjusts himself poorly to circumstances when he cannot have things go his preferred way.

Besides, it is easy for the beginner to get a little experience if he lives in a town of any size. He may, by canvassing, get local advertising work to do that will not only afford practical experience but will give him an indorser.

If asked to call for an interview, you should employ every spare moment before the interview in becoming familiar with the prospective employer's business, so that you may be able to talk intelligently. If you can look up any of his advertising, do so, but be very careful in your criticism of it, for you will

probably not know what results it brought, while the man to whom you talk may know. Besides, if he prepared the advertising, he may be sensitive about criticism of it. Therefore, while pointing out as clearly as possible what is weak, you should be tactful.

Make it a point to cultivate the acquaintance of newspaper publishers. An indorsement from a publisher counts for much. For this reason, the position of solicitor of advertising for a newspaper is likely to prove a stepping-stone to higher positions. It not only enables the advertisement writer to get the prestige that comes from working for a newspaper and to earn a publisher's indorsement, but it gives him an insight into various lines of advertising and also valuable experience in writing different kinds of copy.

28. Last, but not least, when you have been selected for a position, remember that the battle is only half won. Work without regard for hours until you have a working mastery of the details of the new position.

The successful advertising man has need for positive convictions and the courage to carry out his ideas, but at the same time he must always be ready to listen and to learn. The lowest-salaried clerk with the company may have the correct point of view on some question, while a remark dropped by a buyer of the advertiser's goods may be worth the advertising man's salary for a month. The advertising man cannot cultivate the acquaintance of the salesmen of the company too closely. Whether they are traveling salesmen or local salesmen, they are in a position to give information of much value acquired from their contact with customers. In mail-order concerns, the correspondents can make many good suggestions about what is needed in catalogs, booklets, etc., for they have to answer the questions that inquirers ask.

Some advertisers allow their advertising managers free rein in directing the publicity end of the business; others exercise a close supervision over the advertising work and the contracts with mediums, requiring the advertising manager to receive the firm's approval on practically all important matters. The

advertising man, even if left considerably at liberty, should encourage conferences on advertising questions. He will find the viewpoint of executives and heads of departments helpful and broadening despite the fact that he will regularly have to combat some unwise suggestions on the firm's advertising.

29. Opportunity for Women.—There are a number of successful women advertisement solicitors, and a bright woman is in nowise handicapped in such work by the fact that she is a woman. The fact is that she can sometimes get attention when a hearing might be refused to a man.

In the work of writing advertisements, a woman's familiarity with such things as household furnishings, and particularly with dry goods and millinery, gives her an advantage over a man; and it is in work of this kind that she has the strongest claims to consideration. A woman applying for an advertising position should make the most of this argument. It has proved in a number of cases to be the key that unlocked opportunity.

Women, as a rule, give closer attention to details than men, and as they carry on much social correspondence, they are frequently more fluent than men in writing descriptions, which is another advantage. There is, therefore, no reason why a bright, independent, courageous woman may not aspire to any position in the advertising world. There are a number employed in agencies and as advertising managers. In a number of the larger cities there are enough women engaged in advertising work to have a woman's advertising league. The fact that there are women holding successfully almost every kind of position in the advertising world shows that the field is open for others of equal ability.

APPLYING FOR A POSITION AS ADVERTISING SOLICITOR

30. The qualifications and duties of a solicitor of advertising are discussed in detail in the Section entitled *Fields of Advertising Employment*. The field is one of good opportunity, and an aggressive man is sure to be greatly broadened by his contact with advertisers of different types.

The employer, whether he is the publisher of a newspaper or a magazine, or controls street-car space or bill-boards, when he needs a solicitor, wants a man of good personality, of undoubted energy, and who can stand rebuffs and disappointments without becoming disheartened. The solicitor is constantly doing missionary work. He will have to work on advertisers with narrow ideas, advertisers with fixed opinions, manufacturers and merchants who do not believe in advertising at all.

Investigation shows that any experience that a man may have in dealing with the public gives him a certain amount of training for selling and soliciting work. Men who have been teachers, ticket-sellers, conductors, guards, guides, collectors, or those who at school or college had charge of ball teams, engaged in raising funds for various purposes, or performed any such duties, will find these experiences of decided value in taking up the duties of a solicitor of advertising.

The following letter would not fit every case, but is a general suggestion that will aid in modeling a letter of application for a solicitor's position.

Blanktown, Conn., April____, 191____.

Mr. John Smith,
Business Manager, THE COURANT
Hartford, Conn.

Dear Sir:

Is there room with your organization for an additional solicitor? If so, will you please consider my claims?

I have been much interested in advertising for several years and have given it systematic study. For the past year I have been writing copy for several merchants of Blanktown. While the service we can get from the two little papers of Blanktown is not good, nevertheless the enclosed proofs will show you how I go at advertising problems.

This work of going from one merchant to another and helping to work out their problems has grown more interesting, and I want a larger field than Blanktown affords me.

While I have not been an outside salesman, I have sold goods at retail for five years, and am now with Reed & Barlow, clothiers, of this town. I know how to meet people and how to serve them so they will come again.

I am willing to take hold of a certain class of work--real-estate, summer-resort, general-classified, or any other department that you think should receive more effort--and show you what I can do.

On the attached sheet I am giving you several references, also a letter from Mr. Harry J. Richards setting forth the merit of my advertising service as he sees it after buying part of my spare time for a year.

My age is 26, and while I could not, of course, undertake to praise my own character and general ability, I am sure that any investigation you would make would help my cause.

Would you care to have me call for an interview? Even if you cannot give me an opportunity right now, I would esteem it a privilege to meet you and get your advice.

Truly yours.

POSITION IN A PUBLISHER'S SERVICE DEPARTMENT

31. Service-department work in a publisher's office closely resembles the work of an advertising agency, though it is not so thorough, for the simple reason that the margin that the publisher has for giving service to those who buy his space is too small to warrant the investigating work and the time that is given by agency men on a good-sized advertising account.

The beginner may elect to try for a position on the staff of a service department that is already established, or he may prefer to suggest to some publisher who has no service department that he start one and let the applicant take charge. The first method has the advantage that the beginner will acquire some valuable experience by going into a well-organized department, which experience will enable him to go out later to establish a service department with a new publisher if he eventually concludes that this is advisable. Applying for a position with an established service department does not vary materially from applying for any other position. The applicant should aim to show that he is versatile and can go from one subject to another, grasping the essentials well and writing copy that emphasizes the principal points of the product that is advertised.

In attempting to induce some publisher that has no service department to establish one and allow the applicant a chance to show results, the beginner takes on himself the burden of convincing his prospective employer that a service department would be a profitable addition. After this has been done, he must show that he is the proper one to take charge. If the employer can be convinced of the first proposition, the second should be fairly easy.

It is not advisable, in writing letters of this kind, to follow models or forms, because the exact argument that should be used depends on the circumstances of each case. However, argument of the following kind should be effective in certain cases:

Mr. Alert Publisher.

Wide-Awake, Pa.

Dear Sir:

No doubt you have often made a count of the number of business houses in your town who should advertise in your paper but who never buy space.

You have often looked over papers that have come in from other towns and wondered how fellow publishers manage to get more big-space advertisements than you carry.

The truth is that a great many business men do not advertise just because they do not understand how to use space properly. They get much loud advice to "Advertise!" "Advertise!" but very little counsel on how to advertise. They are keen enough to know that space bought and used poorly is an expense, not an investment.

The secret of business-building so far as the publisher is concerned lies in the direction of teaching space-buyers how to use space in such a way that the dollar cast upon the waters returns with a profit.

The object of this letter is to suggest that you start a Service Bureau for the purpose of giving your patrons service. You have no doubt looked considerably into Service-Bureau work. I have given it considerable attention and want to make it my job.

Suppose we talk it over. I am confident that we can get together and by organizing a service work in a modest way for the COURIER build it up so effectively that it will more than stand its own expense.

I am enclosing you a few specimens of some of my copy work.

Looking forward with pleasure to our interview, I am

Truly yours,

MISCELLANEOUS SUGGESTIONS

32. Seek employment on your own merits. Don't depend on getting friends to "use their influence." If you go ahead independently and persistently you will find men willing to give you a helping hand when they are able to do so.

Use the telegraph lines and the long-distance telephone whenever they will help. The modern employer admires enterprise and quick action.

Don't be fearful of tackling some duties that are unfamiliar to you. Increased responsibility always broadens the man who accepts it with faith in himself. Problems and tasks that, from the outside point of view, look very difficult are often easily handled when a man has opportunity to study them closely.

Don't be backward about saying "I don't know" about some things. The man who is thoroughly informed on all possible questions concerning advertising and merchandising does not exist; and employers would not believe that he existed even if he did.

Not all employers will offer to pay traveling expenses when an applicant comes for an interview. Be prepared to take some chances yourself. Nothing ventured, nothing gained.

Some men have made a favorable impression by offering to serve in a position for a month and then let the question of compensation be decided. It is depreciating himself, however, for a man to offer to work free of charge. No worth-while employer expects that.

A young man who was apparently of good ability once spoiled his chance of getting into an unusual position by remarking that he "just couldn't do the little things well." He created the impression that he wanted to spend his entire time on important copy work, whereas the concern that he was applying to wanted a young man who would cheerfully wrap cuts or copy circular letters all day if that work was assigned to him.

So much in most businesses depends on good letter-writing that one who is a strong correspondent and who can compose good letters direct on the typewriter—that is, without dictating them to a stenographer—is certain to impress an employer well by bringing out this point.

Tackle a hard test confidently if one is given. Remember the newspaper reporter who was told curtly by an editor to "Go write something about bread." He visited all the bakeries of the city and wrote an entertaining "story" entitled "Our Daily Bread" that won him the coveted position on the staff of the paper.

An advertising agency is likely to be impressed if an applicant can show that he is good at investigating—calling on dealers and consumers and drawing them out in conversation as to their attitude toward certain goods. The impression will be all the better if the applicant has the knack of assembling such data into a readable report.

Some agencies offer test problems by which applicants prove their ability. Some students of this course have thus qualified for agency positions.

HOW TO ENTER THE PRACTICAL FIELD

Serial 1187-2

Edition 2

EXAMINATION QUESTIONS

Notice to Students.—*Study the Instruction Paper thoroughly before you attempt to answer these questions. Read each question carefully and be sure you understand it; then write the best answer you can. When your answers are completed, examine them closely and correct all the errors you can find; then mail your work to us.*

(1) What are the important first steps to take when a merchant agrees to let you prepare his advertisements?

(2) What are the two best ways to get a position?

(3) Write a letter showing how you would solicit, as one of a group of accounts, the advertising of a local retail store.

(4) Write a letter of application to one of the following: A general advertiser; a mail-order advertiser; a technical or trade-paper advertiser; the proprietor of a department store; an advertising agency; a publisher.

NOTE.—In doing the required work on questions it is expected that original ideas will be used. Do not copy the model forms shown in this Section.

Mail your work on this lesson as soon as you have finished it and looked it over carefully. **DO NOT HOLD IT** until another lesson is ready.







S0-DZK-496

